

City Council Meeting Agenda

Monday, June 27, 2016, 7:00 PM

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed," under ORS 192.660 (2) (e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions," and under ORS 192.660(2)(f), "to consider information or records that are exempt by law."

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
4. Ordinances/Resolutions
 - a. Ordinance 16-O-759, Amending Brookings Municipal Code Section 12.25.020 Public Parks And Recreational Areas, Exceptions, Adding An Exemption To Park Operating Hours For The Mill Beach Access.
See [ADVANCE PACKET](#)
 - b. Ordinance 16-O-761, Amending In Its Entirety Section 8.15.010, Definitions, And Section 8.15.090 General Abatement Procedure, Of Brookings Municipal Code Chapter 8.15 Nuisances.
See [ADVANCE PACKET](#)
 - c. Transfer Of Appropriations For FY 2015-16 Budget.

Documents:

[TRANSFER APPROPRIATIONS. CAR.PDF](#)
[TRANSFER APPROPRIATIONS.ATT.A.RES 16-R-1084.PDF](#)
[TRANSFER APPROPRIATIONS.ATT.B.RES 16-R-1085.PDF](#)
[TRANSFER APPROPRIATIONS.ATT.C.RES 16-R-1086.PDF](#)
[TRANSFER APPROPRIATIONS.ATT.D.RES 16-R-1087.PDF](#)

5. Public Comments
Public Comments on non-agenda items – 5 minute limit per person.*

6. Staff Reports

- a. Financial Support For Del Norte Regional Airport Terminal Project

Documents:

[BCRAA. CAR.PDF](#)
[BCRAA.ATT.1.2008 AGREEMENT.PDF](#)
[BCRAA.ATT.2.PHOTOS.PDF](#)
[BCRAA.ATT.3.FINANCING.PDF](#)
[BCRAA.ATT.4.MEMO.PDF](#)
[BCRAA.ATT.5.LETTER.PDF](#)

- b. Parks Restroom Cleaning

Documents:

PARKS RESTROOM CLEANING. CAR.PDF
PARKS RESTROOM CLEANING.ATT.1.CONTRACT.PDF

7. Consent Calendar

1. Approve Council minutes for June 13, 2016.
2. Accept Planning Commission minutes for May 3, 2016.
3. Accept TPAC Minutes for May 19, 2016
4. Approve Liquor License for Forecastle Books
5. Receive monthly financial report for May 2016.

Documents:

1.6-13-16 CC MINUTES.PDF
2.5-3-16 PC MINUTES FINAL.PDF
3.5-19-16 TPAC MINUTES FINAL.PDF
4.LIQUOR LIC APP.PDF
5.MAY FINANCIALS.PDF

8. Remarks From Mayor And Councilors

9. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

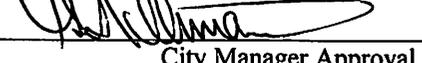
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least fourteen days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 27, 2016

Originating Dept: Finance and HR


Signature (submitted by)

City Manager Approval

Subject: Transfer of Appropriations for FY 2015-16 Budget.

Recommended Motion:

- Adopt Resolution 16-R-1084 transferring appropriations from contingency to Parks and Recreation in the General Fund.
- Adopt Resolution 16-R-1085 approving appropriation transfers for insurance proceeds received in the Wastewater Fund.
- Adopt Resolution 16-R-1086 accepting specific purpose grants and donations in the General Fund and the Technology Reserve Fund.
- Adopt Resolution 16-R-1087 approving appropriation transfers in the General Fund.

Financial Impact:

There is no net impact to the 2015-16 budget; additional revenues equaled additional expenditures, expenditure increases netted against expenditure decreases.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body, and accept donations and grants, and appropriate through a resolution; accept and appropriate insurance proceeds; appropriate loan proceeds, and transfer up to 15% of fund expenditures from contingency. Appropriation transfers are for the following funds:

General Fund – *Parks and Recreation* - Transfer \$208,000 of appropriations from contingency to the Parks and Recreation for golf course expenditures. Accept grant of \$212,128 and accept donations of \$1,880 for Azalea Park. Accept loan proceeds of \$225,000 and appropriate funds for the purchase of golf carts. *Police* - Accept grants of \$5,990 for speed enforcement and Cape Blanco law enforcement.

Wastewater Fund – Accept insurance proceeds of \$3,771 for damage to a Wastewater truck.

Technology Reserve Fund – Accept grant of \$4,483 and appropriate funds for the purchase of technology equipment.

Attachments:

Resolution 16-R-1084 Appropriation transfer from contingency

Resolution 16-R-1085 Appropriate insurance proceeds

Resolution 16-R-1086 Accept grants and donations and make appropriations

Resolution 16-R-1087 Appropriation transfers-loan proceeds

CITY OF BROOKINGS

RESOLUTION 16-R-1084

A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND CONTINGENCY TO LEGISLATIVE/ADMINISTRATION.

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

WHEREAS, expenditures will be more than expected in the General Fund, Parks and Recreation, golf course expenditures due to an unforeseen occurrence when the lease agreement with Wild Rivers Golf Management (aka Salmon Run) terminated early, and

WHEREAS, the City Council approves transferring those funds from Contingency, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby transfers \$208,000 from General Fund Contingency to Parks and Recreation, pursuant to ORS 294.463(2).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2015, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Requirements:	
Parks and Recreation	\$ 208,000
Contingency	\$(208,000)

Passed by the City Council June 27, 2016, and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Teri Davis

CITY OF BROOKINGS

RESOLUTION 16-R-1085

A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE WASTEWATER FUND FOR INSURANCE PROCEEDS RECEIVED .

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.450 allows for a transfer of appropriation if authorized by the governing body; and

WHEREAS, the City needs to accept \$3,771 of insurance proceeds from damage to a Wastewater vehicle, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby authorizes a transfer of appropriation pursuant to ORS 294.338.

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2015, and for purposes shown below are hereby revised by the City Council as follows:

Wastewater Fund

Resources:		
Other Revenue	\$	3,771
Requirements:		
Wastewater Treatment	\$	3,771

Passed by the City Council June 27, 2016, and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Teri Davis

CITY OF BROOKINGS

RESOLUTION 16-R-1086

A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING SPECIFIC PURPOSE GRANTS AND DONATIONS AND APPROPRIATING THOSE FUNDS

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.338 allows the governing body to accept and appropriate specific purpose donations in the year of receipt, and

WHEREAS, the City Council accepts a grant of \$212,128 from the Oregon Parks and Recreation Department for Azalea Park, and

WHEREAS, the City Council accepts a grant of \$1,880 from Nature's Coastal Holiday, for lighting and security improvements, and

WHEREAS, the City Council accepts a grant of \$4,483 from City County Insurance Services, for the Return to Work Program for technology equipment, and

WHEREAS, the City Council accepts a grant of \$3,200 from Oregon Department of Transportation, for a Speed Enforcement, and

WHEREAS, the City Council accepts a grant of \$2,790 from Curry County, for Cape Blanco Law Enforcement, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby accepts grants and appropriates funds pursuant to ORS 294.338.

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2015, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Resources:		
Grants		\$ 218,118
Donations		1,880
Requirements:		
Parks and Recreation		\$ 214,008
Police		5,990

Technology Reserve Fund

Resources:		
Grants	\$	4,483
Requirements:		
Technology Program	\$	4,483

passed by the City Council June 27, 2016, and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Teri Davis

CITY OF BROOKINGS

RESOLUTION 16-R-1087

A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE GENERAL FUND.

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.338(4) allows for a transfer of appropriation if authorized by the governing body; and

WHEREAS, the City received loan proceeds of \$225,000 during fiscal year 2015-16, to purchase golf carts, and

WHEREAS, the City anticipates capital expenditures and additional loan costs,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby authorizes a transfer of appropriation pursuant to ORS 294.338(4).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2015 and for purposes shown below are hereby revised by the City Council as follows:

<u>General Fund</u>	
Resources:	
Loan Proceeds	\$ 225,000
Requirements:	
Parks and Recreation	\$ 225,000

Passed by the City Council June 27, 2016, and made effective the same date.

Attest:

Mayor Ron Hedenskog

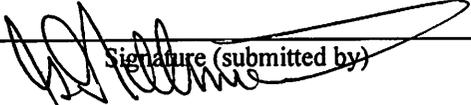
City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 27, 2016

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Financial Support for Del Norte County Regional Airport Terminal Project

Recommended Motion:

Motion to authorize City participation in the Del Norte County Regional Airport Terminal Project as a member of the Border Coast Regional Airport Authority at \$20,000 per year for a period of three years.

Background/Discussion:

This matter was continued from the City Council meetings of May 9 and June 13, 2016. Since that time:

- The Del Norte County Board of Supervisors has agreed to serve as the co-applicant for a \$2,858,681 loan from the U.S. Department of Agriculture to finance the non-FAA-funded portion of the project.
- BCRAA representatives have made a presentation at a City of Crescent City budget meeting; **Crescent City allocated \$20,000 annually for three years.**
- A groundbreaking has taken place for Phase 1 of the airport terminal project and this phase (utility services) is now under construction.
- The City's ConnectOregon application was reviewed by the Regional ConnectOregon program committee and was ranked 7th of 10 projects. Our application was then reviewed by the statewide ConnectOregon "Final Review Committee" where it was ranked 65th of 75 projects on June 15. The City project did not rank high enough to secure funding.

At the Council meeting of June 13, the Council indicated it wished to consider this matter again after a determination was made on the ConnectOregon application.

The BCRAA is a unique joint powers agency whose members include the cities of Brookings and Crescent City, the counties of Curry and Del Norte, and the Tolowa Dee-ni' Nation and Elk Valley Rancheria tribal governments. The City of Brookings became a member of the Border Coast Regional Airport Authority (BCRAA) in 2008.

BCRAA is an independent local government agency formed by the six participating members. BCRAA currently leases and manages the Del Norte County Regional Airport (DNCRA) and two other small airports in Del Norte County, all of which are owned by Del Norte County (DNC). For many years, DNC operated the DNCRA as a County department, and continues to provide financial support from the DNC general fund at about \$270,000 annually.

BCRAA was formed to address the need for sustaining and improving commercial air service to DNCRA, and the need for airport improvements. The BCRAA embarked upon a multi-year endeavor to secure permits through numerous federal and State of California agencies to undertake airport improvements. Through the efforts of BCRAA and its members, the Federal Aviation Administration (FAA) reduced the local match requirement for federal airport improvement funding from 10 per cent to five per cent. When SkyWest withdrew providing service to DNCRA, it was through the tenacity of BCRAA that a new commercial carrier was secured. As a result in the change in carriers, DNCRA passengers now fly to Portland for connecting flights rather than San Francisco, a change that has dramatically improved performance. BCRAA developed and managed a complex project to undertake FAA-mandated Runway Safety Area (RSA) improvements...including some \$12.0 million in off-site wetland mitigation land acquisition and mitigation work...and avoided a potential cessation of commercial service. In the early period of formation, it was believed that a cross-border entity would have greater influence on federal actions related to airport facility funding...including continued funding to subsidize the commercial air service at the level of about \$3.5 million annually. This has proven to be successful.

The City of Brookings, working in partnership with BCRAA staff, was able to secure two grants through the ConnectOregon program; one grant in the amount of \$40,000 for technical assistance in connection with environmental mitigation and one grant in the amount of \$400,000 for the RSA improvement project. BCRAA also secured an Environmental Enhancement and Mitigation grant of \$379,281 through the State of California for the RSA mitigation work.

Other members have contributed to the RSA and terminal improvement projects as follows:

- Elk Valley Rancheria \$100,000.
- City of Crescent City \$20,000 annually beginning in 2014 for a total of \$100,000.
(RSA)
- Del Norte County \$20,000 annually beginning in 2014 for a total of \$100,000.
- Del Norte County \$1,800,000 line of credit.

BCRAA has now developed plans for a new airport terminal. BCRAA staff made a presentation on this project at the joint City Council/Board of Commissioners workshop on March 14, 2016.

BCRAA is now requesting financial commitments from members for 1) the five per cent match on the FAA grant for the terminal project and 2) the estimated \$1,853,428 in “ineligible” costs associated with the project. Ineligible costs include elements of the terminal that one might commonly believe is an integral part of the airport operation...such as administrative offices. Ineligible costs are detailed in the power point presentation attached.

The City and BCRAA applied for \$584,210 in grant funding this year through ConnectOregon to assist with the terminal project. This application did not rank well with reviewers expressing 1) a basic concern about the use of Oregon funds for a project physically located in California, 2) the fact that there are 23 other Oregon-based aviation projects seeking Connect Oregon funding and 3) concerns that the scope of the project is excessive.

BCRAA has reduced the scope of the project from the original concept some years ago.

The terminal has been a changing project over the years. Once conceptualized at about 20,000 square feet, the size was cut down after the California Coastal Commission appeal was finalized. The existing terminal was often characterized as being about 2,000 square feet.

The new terminal is now proposed at 15,966 square feet. The current terminal and holding space size has been confirmed at about 3,800 square feet. This means the new terminal will be about four times the size of the existing terminal. The new terminal includes an actual baggage handling system instead of the current rather hokey “under the counter” system, provides room for a second airline, administrative offices, room for passengers up to two flights, and for those waiting for passengers. Currently, outgoing and incoming passengers are required to share the same seating capacity, which is actually less than the capacity of the aircraft. Growth projections over the next 30-40 years has also been considered.

According to BCRAA staff, the issue with California funding is that the set up for state aviation funds is different than in Oregon. The Caltrans Aeronautics division does not fund commercial airports. BCRAA only receives California state funding assistance for the two small airports it operates. Essentially, California does not have a “ConnectOregon-like” program.

It is difficult to quantify the economic benefits to Brookings of the DNCRA. Following are some points of consideration provided by BCRAA Airport Program Manager Susan Daugherty:

- Brookings/Harbor-based Tidewater Construction was awarded a \$5,429,756 contract in 2014 for the Runway Safety Area project. Tidewater is slated to be awarded a \$2,183,585 contract in May for the Terminal Project, Phase I. Thus, this Brookings/Harbor based contractor and its many Brookings employees will have received the benefit of over \$7.5 million in construction contract funding over a period of three years, much of which is infused into the local economy.
- PenAir and the Transportation Security Administration (TSA) both employ Oregon residents
- Past surveys of the airport parking lot show an estimated 42 per cent of vehicles bearing Oregon license plates.
- In past years, DNCRA has experienced about 13,000 deplanements a year. There is no data available on how many of those passengers are visitors, but many of the calls DNCRA receive are reportedly from travelers who are planning trips to the Oregon beaches or needing information on transportation availability to Brookings.
- A number of Oregon businesses have written letters of support for the airport over the years. The strongest advocate being Cal-Ore Life Flight.
- BCRAA staff has made presentations to the Brookings Rotary Club, Gold Beach Chamber and Gold Beach Rotary twice in the past year. The second presentations to each have been in the past two months. Each of these presentations have been very well received. Almost 75 per cent of the Brookings Rotary had flown on Pen Air and the feedback was positive.
- The cost for flying to the Portland hub from Medford or North Bend is higher than flying from Crescent City when you include the cost of driving from Brookings to either of those communities and the cost of airport parking.

More difficult to quantify economically is the benefit to Brookings residents of having more direct and affordable access to their State Capitol. For example, Valarie Early is Chair of the Oregon Marine Board (OMB). OMB meetings are held in Salem. Prior to the PennAir change

to the Portland hub, Early drove the six hours to Salem for the OMB meeting...requiring an overnight stay and \$520 in mileage reimbursement...and drove the six hours back to Brookings. In April, Early flew out of DNCRA at 6:20 a.m. to Portland and arrived in Salem in time to attend the OMB meeting, and then flew back to DNCRA that same afternoon; the air fare was \$250. With this service, Brookings area residents have a greater capacity to remain engaged in the affairs of their State government.

According to a presentation by BCRAA staff at the March joint meeting (recently updated and attached), the amount of funding needed for the local match and “ineligible” costs may total as much as \$1,234,949, but could be as low as \$650,739. This assumes a full draw-down on the DNC line of credit of \$1,800,000, which would also need to be repaid. Thus, the total amount of funding needed (worst case scenario) is \$3,034,949. Various scenarios for consolidating this total amount into a loan repayable over 30 or 40 years has been developed by BCRAA staff. Assuming the “worst case scenario” (i.e. no other external funding is secured) and based upon loan terms and the number of members willing to participate, the annual payment for each member entity would range from about \$17,500 to about \$30,000. A per member proportional share of the \$3,034,949 would be \$505,824. Note again that the City has applied for \$584,220 in the current ConnectOregon cycle. A straight payment of \$25,291 over a period of 20 years at no interest would equal \$505,824.

BCRAA staff reports that they continue to pursue alternative sources of funding for the terminal project.

Funding from the member agencies would be needed in fiscal 2016-17 or 2017-18.

Policy Considerations:

As a member of BCRAA, the City is not required to participate financially in BCRAA projects or administration. In fact, the City has expended no City funding...other than staff time associated with ConnectOregon applications...in this effort. It was clearly understood and written into the joint powers agreement that members could not be required to participate in BCRAA funding, and BCRAA is not attempting to require financial participation at this time. BCRAA is requesting that its member entities voluntarily contribute to the terminal project.

Attachment(s):

- a. Joint Powers Agreement
- b. Terminal Replacement Program power point February 25, 2016.
- c. Financing power point.
- d. City Manager memorandum dated November 22, 2013.
- e. Letter from BCRAA Director dated March 22, 2016.

**BORDER COAST REGIONAL AIRPORT AUTHORITY
FIRST AMENDED
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this 23 day of June, 2008, by and between the County of Del Norte, a legal subdivision of the State of California, hereinafter referred to as "County", the City of Crescent City, a municipal corporation existing under the laws of the State of California, the Elk Valley Rancheria, a federally recognized Tribe, and the City of Brookings, a municipal corporation existing under the laws of the State of Oregon, collectively referred to as "Participants", who agree as follows:

RECITALS

This First Amended Joint Powers Agreement amends and restates that certain Joint Powers Agreement of the Border Coast Regional Airport Authority dated October 4, 2007, under which the Participants other than the City of Brookings have operated the Authority since that date.

Del Norte County currently owns and operates McNamara Field, a commercial airport located in Del Norte County and serving passengers from both California and Oregon (the "airport"). Recognizing the bi-state regional significance of the airport, the Del Norte County Board of Supervisors has decided to enter into this Border Coast Regional Airport Authority (the "Authority") in order to permit other governments to share in operational decision making for the airport. In addition to the City of Crescent City, the Elk Valley Rancheria, and the City of Brookings, these governments may include other local government agencies in the State of Oregon as well as sovereign tribal governments.

The parties to this agreement believe that by working together in the framework of this Authority, the future role of the airport in accommodating current and future air travelers, facilitating the economic development of the border coast region, and maintaining the airport as an essential component of the region's emergency response network, will be protected and enhanced.

By entering into this agreement, Del Norte County does not intend to transfer ownership of the land and facilities that make up the airport. Nor does entry into this agreement by entities other than Del Norte County imply a commitment on their part to provide funding for the capital improvement or operation of the airport. However, these and other issues may become the subjects of ongoing conversation among the Authority's Participants.

This agreement is entered into pursuant to the provisions of California Government Code Sections 6500 and following, hereinafter referred to as the "California JPA Law," and Oregon Revised Statute 190.420, hereinafter referred to as the "Oregon JPA Law," for the purpose of creating an agency to provide for the planning,

It is the intent of the Participants of the Border Coast Regional Airport Authority that the membership in the Authority shall be open to all those public agencies in the States of California and Oregon that elect to join the Authority, and meet the following criteria: (a) the territory of the public agency is substantially located in Del Norte County, California, or Curry County, Oregon; (b) the public agency has the power under the California JPA Law or the Oregon JPA Law, to join the Authority. Participation in the Authority shall remain open to those entities that may decide to join after the Authority is formed and operational.

ARTICLE I CREATION AND OPERATION OF THE AUTHORITY

SECTION 1.1 CREATION OF AUTHORITY: Pursuant to the California and Oregon JPA Laws, there is hereby created a public entity to be known as the "BORDER COAST REGIONAL AIRPORT AUTHORITY", referred to herein as the "Authority". The Authority is a public entity separate and apart from the parties hereto.

SECTION 1.2 PARTICIPANTS: The Participants in the Authority are Del Norte County, the City of Crescent City, the City of Brookings, and the Elk Valley Rancheria.

SECTION 1.3 GOVERNING BOARD; INITIAL BOARD AND APPOINTMENTS:

The Authority shall be administered by a governing board, which shall be called the "Board of Directors of the Border Coast Regional Airport Authority," and which shall be referred to herein as the "Board." The Board of the Authority shall initially consist of five members. The initial Board shall be appointed as follows: The Del Norte County Board of Supervisors shall appoint three members, two of whom shall be Supervisors, and two of whom shall be designated to serve four-year terms and one of whom shall serve a two-year term; the first two additional Participants shall appoint one member each, with each such member serving a term congruent with the term of the two-year appointee of the Del Norte County Board of Supervisors.

SECTION 1.4 GOVERNING BOARD; PERMANENT CONSTITUTION: The number of members of the permanent Board shall be seven. Following the terms of the initial Board, the terms of Board members shall be four years. However, each Board member shall serve at the pleasure of the appointing authority for that position. In recognition of the fact that the number of legally eligible Participants may be substantial, and in view of the difficulty of determining which entities may in the future choose to participate, the Participants agree to negotiate the relative appointing power of the Participants, and the size of the Board, as new Participants indicate their intent to join the Authority. Adjustments to the size of the Board and to the appointing power of the Participants shall be incorporated into this agreement by formal amendment hereto, adopted by each Participant.

SECTION 1.4(a) GOVERNING BOARD; CITY OF BROOKINGS: Upon approval of this First Amended Joint Powers Agreement, as amended to include the City of Brookings, the City of Brookings shall be recognized as a Participant and shall appoint one member to the Governing Board, with such member serving a term congruent with the terms of the four-year appointees of the Del Norte County Board of Supervisors.

SECTION 1.5 ALTERNATE MEMBERS: Each Participant may appoint an alternate to serve in the absence of any member appointed by that Participant.

SECTION 1.6 COMPENSATION: Members of the Board of Directors shall receive no compensation. However, they may be reimbursed actual expenses incurred while performing the duties and activities of the Board.

SECTION 1.7 REGULAR MEETINGS: The Board of Directors shall provide for its regular and special meetings; provided, at least one regular meeting shall be held each calendar quarter.

SECTION 1.8 RALPH M. BROWN ACT: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Sections 54950, and following.

SECTION 1.8 (a) OREGON PUBLIC MEETINGS LAW: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Oregon Public Meetings Law, Oregon Revised Statutes Sections 192.610 through 192.690.

SECTION 1.8 (b) PUBLIC MEETINGS; BROAD INTERPERTATION: In those instances of conflict between the Ralph M. Brown Act and the Oregon Public Meetings Law, the Authority shall comply with those notice and meeting conduct provisions of law which will provide the highest level of public participation, observation and knowledge of the Authority's affairs.

SECTION 1.9 MINUTES: The Board shall provide for taking, approving, and preserving minutes of the meeting's of the Board.

SECTION 1.10 QUORUM: The attendance of a majority of the Board

shall be required for the transaction of business at meetings of the Board.

SECTION 1.11 RULES: The Board of the Authority shall adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary for the purpose of accomplishing its stated purpose.

SECTION 1.12 MANNER OF EXERCISING POWERS: The manner of exercising the powers of the Authority is subject to the same restrictions on the exercise of like powers that apply to the County of Del Norte. In all respects, including Public Contracting procedure, employment practices and ethics/conflicts of interest, the Authority shall be mindful of the cross-border nature of the Authority and shall conduct its affairs in a manner to assure compliance with applicable State Laws.

SECTION 1.13 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30.

SECTION 1.14 TERM OF AGREEMENT: This agreement shall continue indefinitely, except that the agreement may be terminated sooner if withdrawal is elected pursuant to Section 1.15 of this agreement by the County of Del Norte or by all Participants other than the County of Del Norte.

SECTION 1.15 WITHDRAWAL: Any Participant may withdraw from this agreement by giving sixty (60) days written notice to the Authority and to all other Participants. The withdrawing entity shall not be entitled to the return of any assets or contributions that the Participant made to the Authority.

ARTICLE II

OFFICERS

SECTION 2.1 CHAIR, VICE-CHAIR AND EXECUTIVE DIRECTOR: The Board of Directors shall elect a Chair and a Vice Chair from among its members. It may appoint an Executive Director or an Airport Manager, who

shall not be a member of the Board of Directors.

SECTION 2.2 TREASURER: The Treasurer of Del Norte County is hereby designated as the Treasurer of the Authority and as the depository to have custody of all the money of the Authority from whatever source. The Treasurer, and the officer performing the functions of Auditor or Controller, who shall be the Auditor-Controller of the County, shall have the duties and obligations set forth in Section 6505 and 6505.5 of the California JPA Law and shall assure that there shall be strict accountability of all funds and report of all receipts and disbursements of the Authority. The Treasurer and the Auditor-Controller shall provide any Oregon entities participating in the Authority with such financial reports as are necessary and convenient to those entities.

SECTION 2.3 BONDING OF PERSONS HAVING ACCESS TO PROPERTY: From time to time, the Board of Directors shall designate public officers or persons, in addition to the Treasurer and Auditor-Controller, having charge of handling or having access to any property of the Authority, and the governing board shall determine the amount of their official bond, pursuant to Section 6505.1 of the California JPA Law.

**ARTICLE III
POWERS AND DUTIES**

SECTION 3.1 POWERS: Border Coast Regional Airport Authority shall have each of the following powers:

- a. To make and enter into contracts and to receive and expend funds, providing for aviation and airport-related services to the public;
- b. To supervise and oversee the performance of aviation and airport-related service contracts;
- c. To provide all services necessary to operate McNamara Field;

- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the California JPA Law, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept, and utilize funds from any source for public Airport purposes, including funds available through the Federal Aviation Administration.
- k. To raise revenues, including the establishment of lease rates, parking fees, and other revenue and tax rates as authorized by law, to support aviation and airport-related services;
- l. To incur short-term indebtedness;
- m. To petition the federal and state governments;
- n. To receive contributions from Participants and to provide for their repayment on such terms as the Authority deems advisable;
- o. All other powers which are necessary and proper for the Authority in order to provide aviation and airport-related services.

SECTION 3.2 DUTIES: Border Coast Regional Airport Authority shall have the following specific duties:

- a. On or before May 1st of each year, it shall cause to be prepared and

submitted to the Board and each of the Participants a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to approval and ratification as set forth in Section 4.3.

- b. The Authority shall oversee and maintain an ongoing process to plan for the future needs of the airport, anticipating the needs of the public for commercial air service.
- c. The Authority shall actively pursue funding, and the development of sources of funding, for the implementation of its plans for aviation improvement and airport development.
- d. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of aviation services and the plans for development and financing of improvements to those services.

SECTION 3.3 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the member entities.

ARTICLE IV FUNDING

SECTION 4.1 CONTRIBUTIONS NOT REQUIRED: Except as provided in section 4.2, no Participant is or shall be required to make contributions to the Authority, except as that Participant shall agree. No Participant is subject to assessment.

SECTION 4.2 ADMINISTRATIVE AND OPERATING COSTS: The County of Del Norte shall provide funding to the Authority up to the level of the County's budgeted commitment to support the airport for the fiscal year 2006-2007.

SECTION 4.3 APPROVAL OF BUDGET: The Board may tentatively adopt the

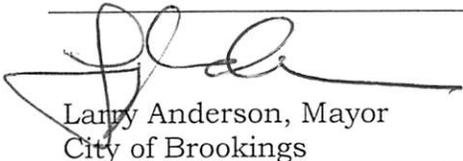
annual budget of the Authority; however, the budget will have no force and effect until it is approved or ratified by each Participant that is contributing funds to the Authority pursuant to that budget.

SECTION 4.4 DEBTS OF THE AUTHORITY: No member entity is responsible for the debts of the Authority.

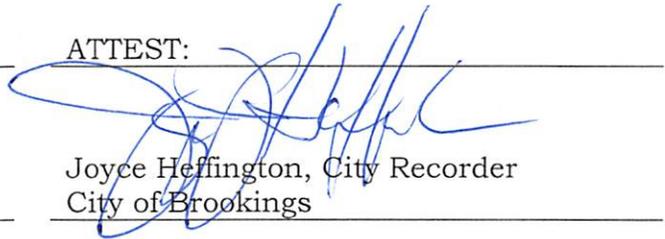
ARTICLE V
DISPOSITION OF ASSETS UPON TERMINATION

SECTION 5.1 NO SUCCESSOR ENTITY: Upon termination of the Border Coast Regional Airport Authority, without a successor entity, pursuant to paragraph 1.15 or otherwise, and subject to the terms of any repayment agreements entered into pursuant to paragraph 3.1, subparagraph n, the Board shall convey or quitclaim all assets and property of the Authority to the County of Del Norte.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers, who are duly authorized, as of the day and year first above written.



Larry Anderson, Mayor
City of Brookings

ATTEST: 

Joyce Heffington, City Recorder
City of Brookings

David Burns, Mayor
City of Crescent City

David Finigan, Chair
Board of Supervisors

ATTEST:

ATTEST:

L. Diane Nickerson, Clerk
City of Crescent City

Jeremi Ruiz, Clerk
Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

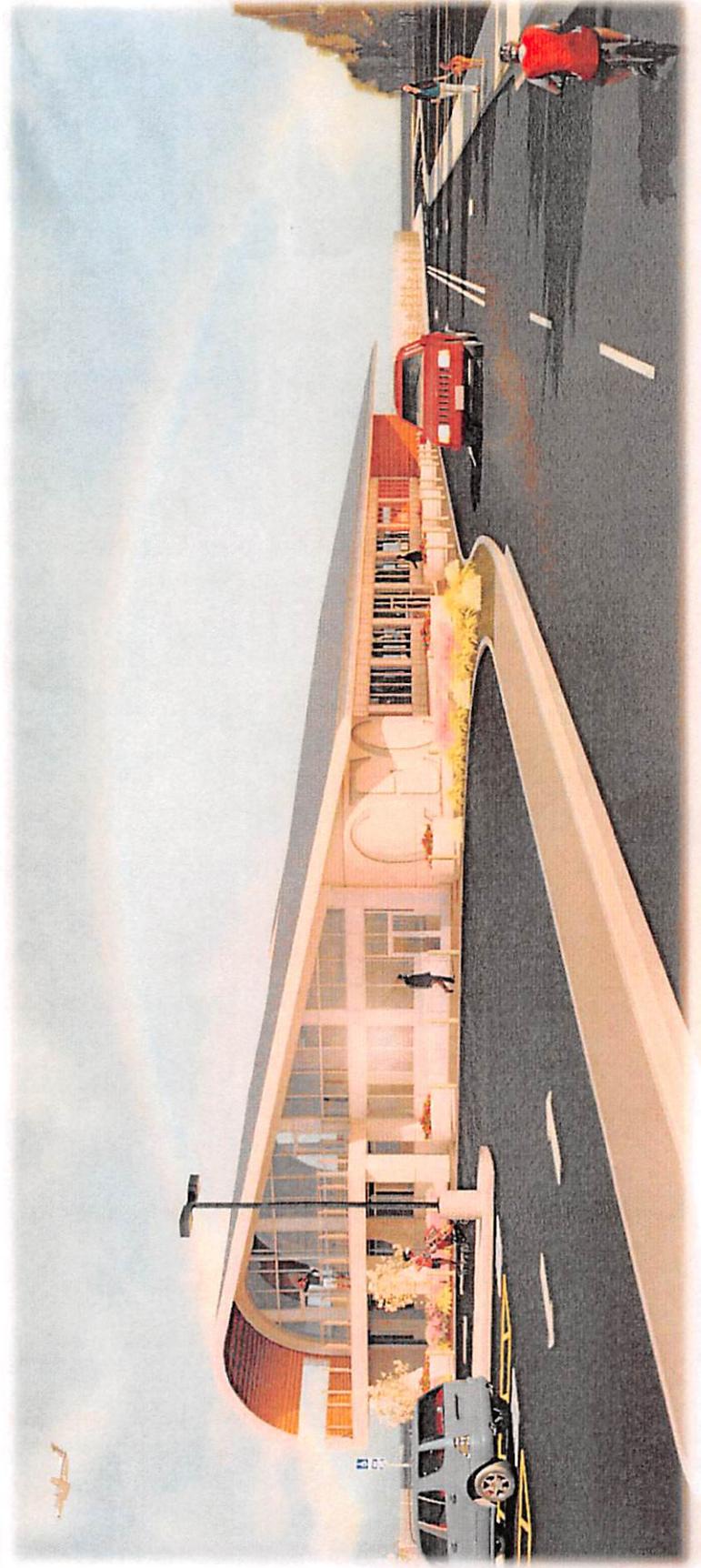
Robert Black, City Attorney
City of Crescent City

Dohn Henion, County Counsel
County of Del Norte

Dale A. Miller, Tribal Chairman
Elk Valley Rancheria

Kim Krokodilos, Tribal Secretary
Elk Valley Rancheria

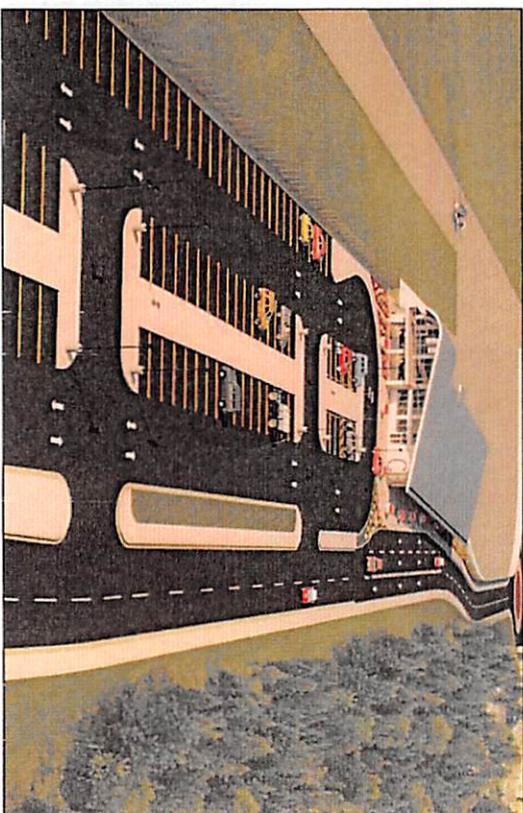
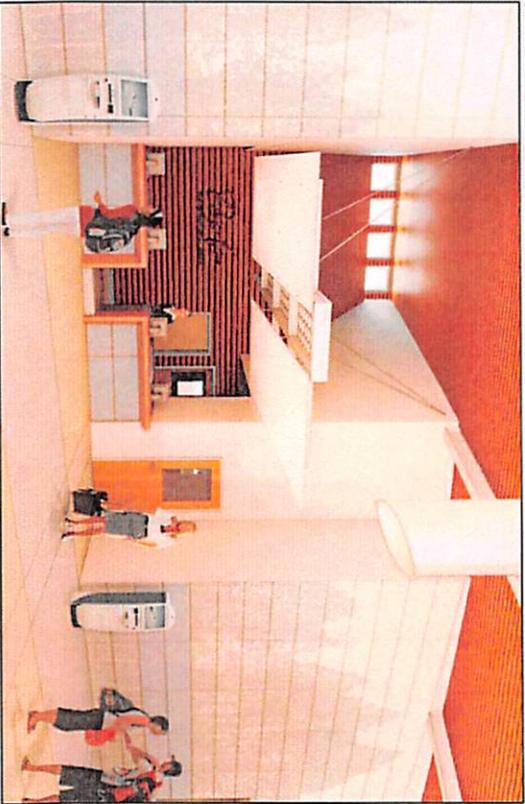
Del Norte County Regional Airport Terminal Replacement Program



February 25, 2016



Del Norte County Regional Airport Terminal Replacement Program



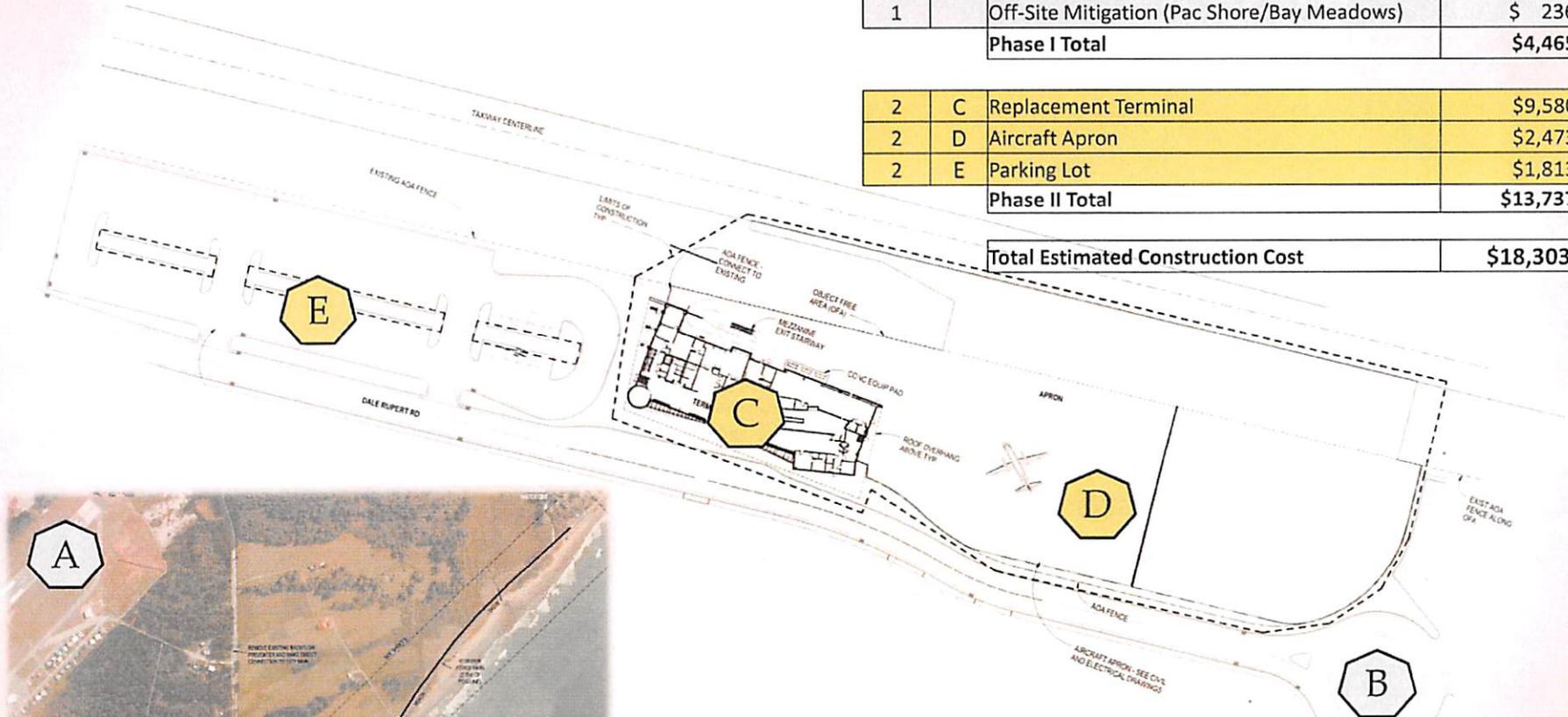
Scope of Work / Budget Overview

Del Norte County Regional Airport Terminal Replacement Program

Phase	Area	Work Element	Cost Estimate dated 10/23/15
1	A	Pebble Beach Drive Water/Sewer	\$1,216,571
1	B	Dale Rupert Road	\$3,012,464
1		Off-Site Mitigation (Pac Shore/Bay Meadows)	\$ 236,801
Phase I Total			\$4,465,836

2	C	Replacement Terminal	\$9,580,648
2	D	Aircraft Apron	\$2,473,421
2	E	Parking Lot	\$1,813,473
Phase II Total			\$13,737,911

Total Estimated Construction Cost			\$18,303,378
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Assumptions:

1. Project is constructed in two phases and funded in three ACIP grants.
2. Project/Construction Management/ Consultant Costs are not included the above chart.

REVISED

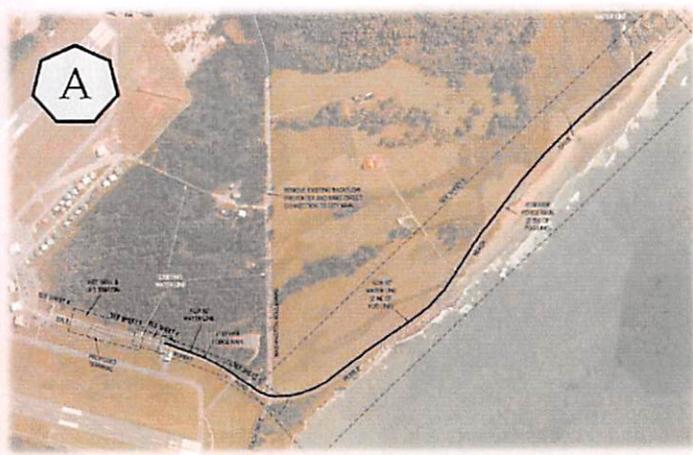
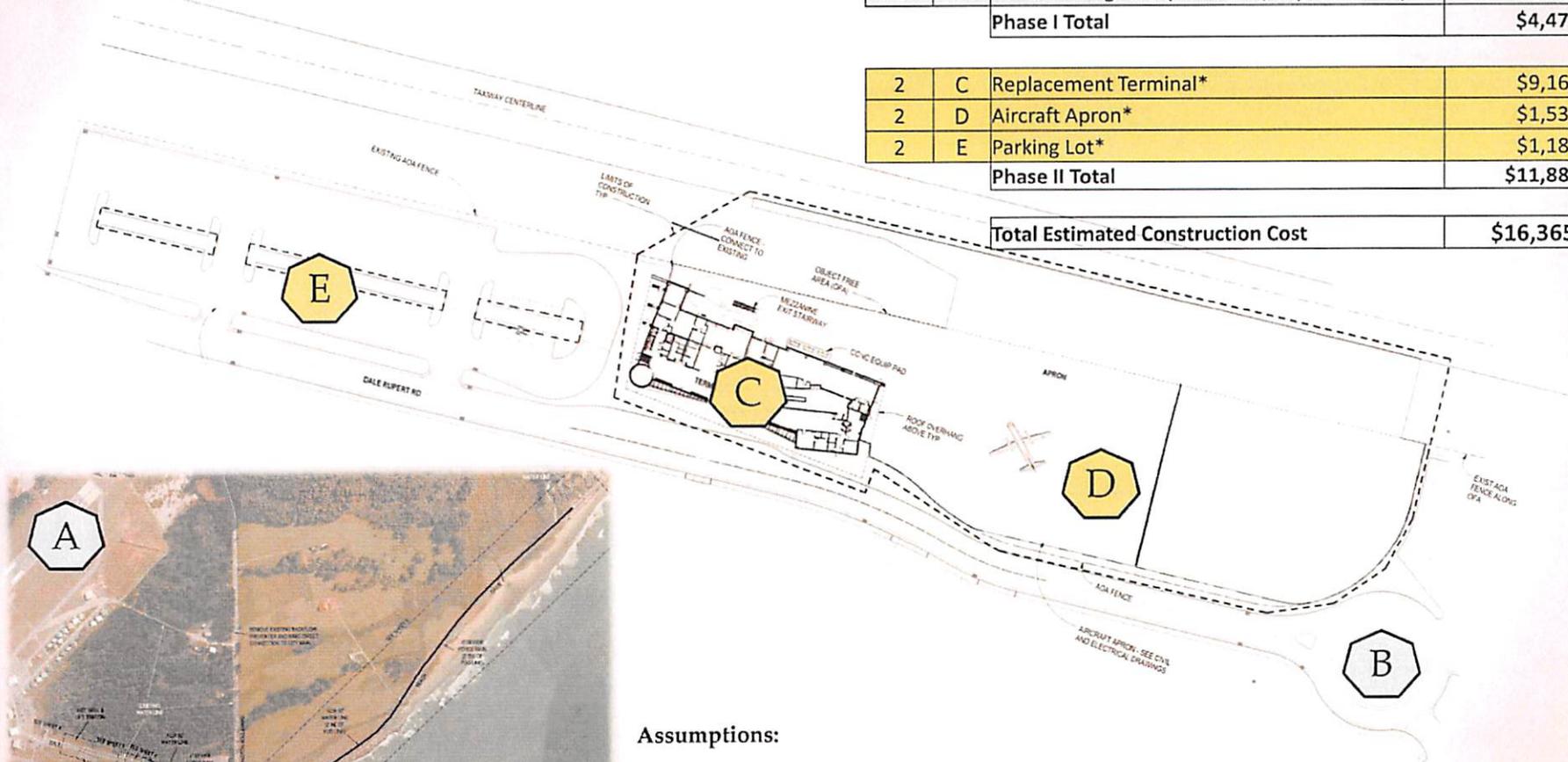
Scope of Work / Budget Overview

Del Norte County Regional Airport Terminal Replacement Program

Phase	Area	Work Element	Cost Estimate dated 2/15/16
1	A	Pebble Beach Drive Water/Sewer	\$2,679,561
1	B	Dale Rupert Road	\$1,560,993
1		Off-Site Mitigation (Pac Shore/Bay Meadows)	\$ 236,801
Phase I Total			\$4,477,356

2	C	Replacement Terminal*	\$9,163,449
2	D	Aircraft Apron*	\$1,539,435
2	E	Parking Lot*	\$1,185,332
Phase II Total			\$11,888,216

Total Estimated Construction Cost			\$16,365,572
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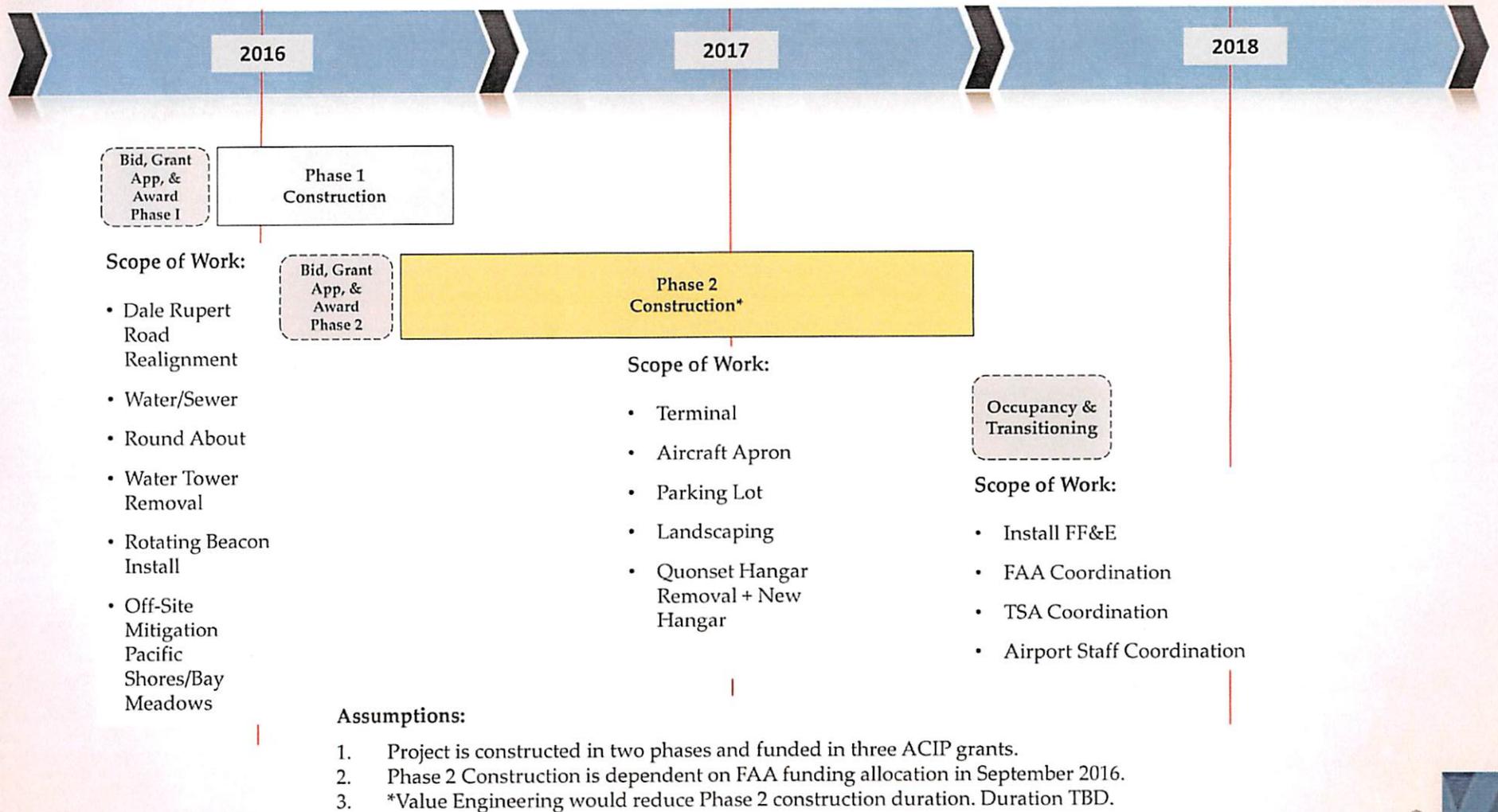
Assumptions:

1. Project is constructed in two phases and funded in three ACIP grants.
2. Project/Construction Management/Consultant Costs are not included the above chart.
3. * indicates Value Engineering/Reduce Scope was applied

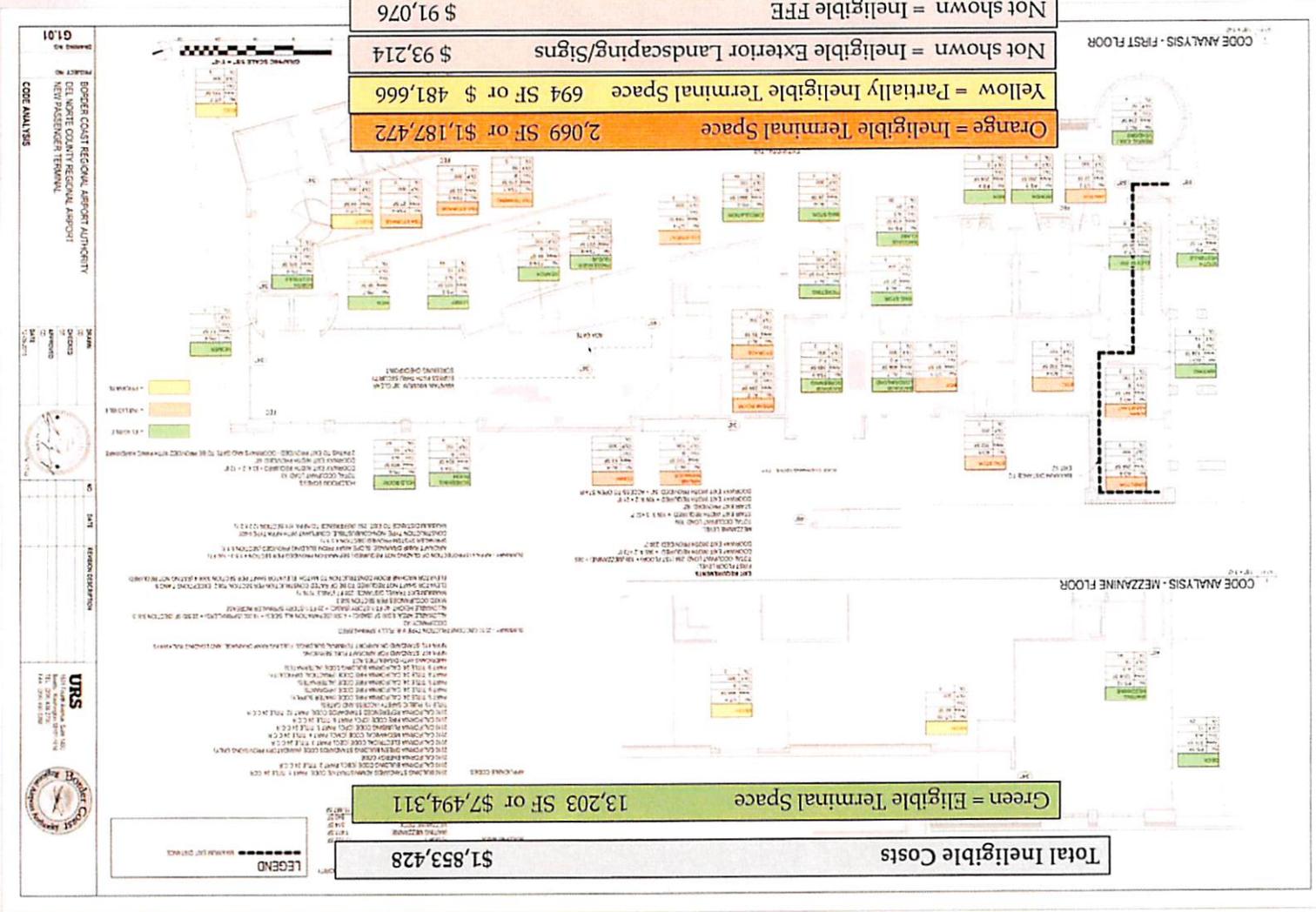


Revised Schedule Overview

Del Norte County Regional Airport Terminal Replacement Program



FAA Ineligible vs Eligible Space Del Norte County Regional Airport Terminal Replacement Program



Base Bid Alternates

Del Norte County Regional Airport Terminal Replacement Program

Description	Estimated Savings	Notes
Parking Lot – \$628K		
1. Remove parking lot canopy	\$ 280,000 Construction	Reduce construction costs
2. Reduce parking lot from 102 spaces to 66 spaces	\$ 348,141 Construction	Reduce construction & landscaping costs; increase design cost
Aircraft Apron – \$934K		
3. Apron - Value Engineering	\$933,986 Construction	Reduce construction costs; increase design cost
Terminal – \$417K		
4. Spec pre-engineered structural frame and roof	\$417,199 Construction	Reduce construction costs; increase design cost

Total Alternates Amount

\$1,979,326



Program Cost Overview

Del Norte County Regional Airport Terminal Replacement Program

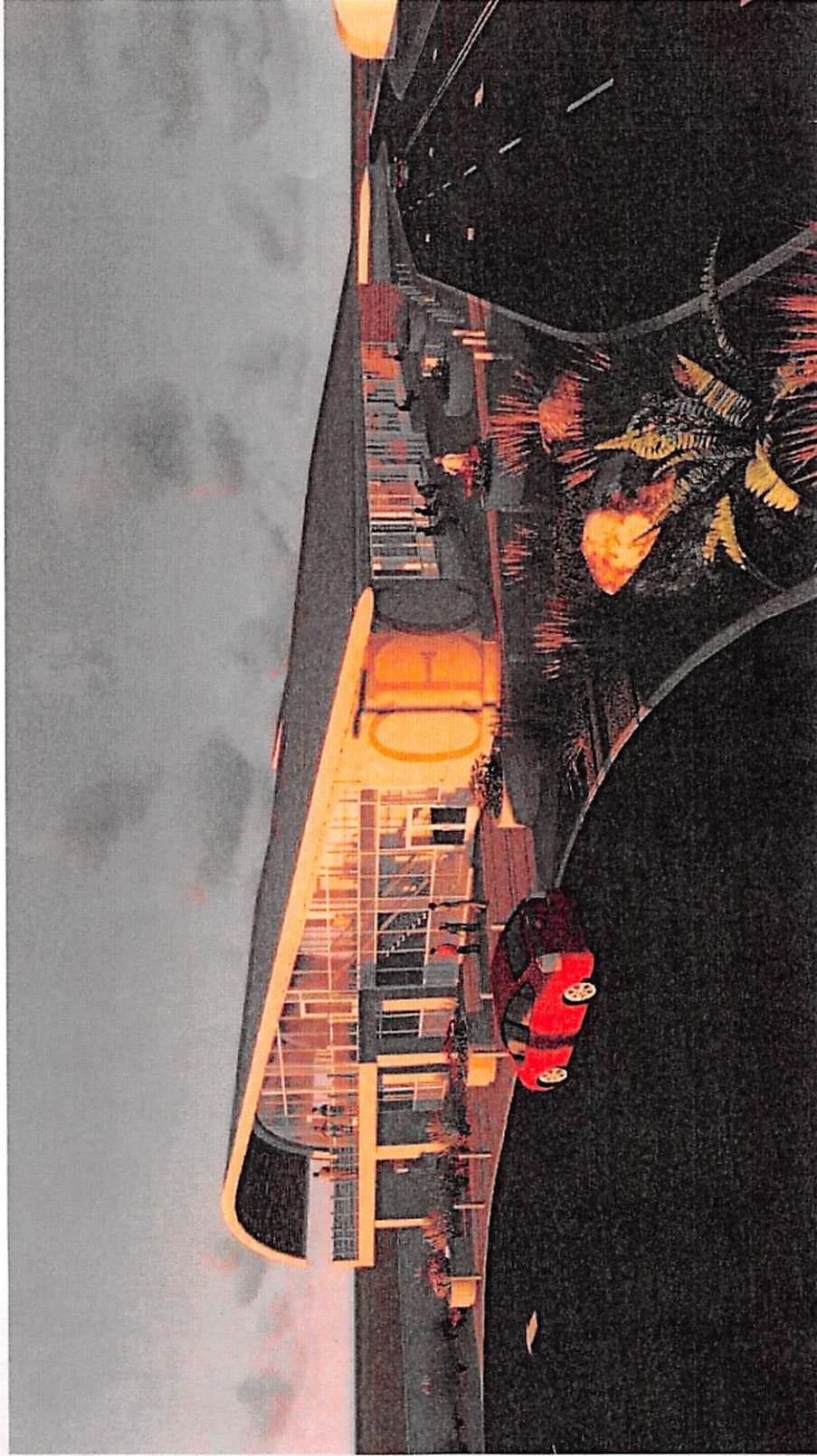
	Phase 1			Phase 2		
	Water / Sewer Infrastructure	Dale Rupert Road & Roundabout	Off-Site Mitigation - Pac Shore/Bay Meadows	Terminal Replacement	Aircraft Apron	Parking Lot + Landscaping
Estimated Construction Cost	\$2,679,561	\$1,560,993	\$236,801	\$9,163,449	\$1,539,435	\$1,185,332
Land Acquisition/ Seeding Cost			\$20,000			
Estimate FFE Cost				\$500,000		
2016 Consultants + BCRAA Cost	\$1,406,915 + \$150,000					
2017 Consultants + BCRAA Cost				\$1,772,329 + \$200,000		

Total Program Costs \$20,414,816

<i>Secured funding, FAA ACIP Grant</i>	\$17,166,898	<i>Total Program Cost</i>	\$20,414,816
<i>Secured funding, DNC Line of Credit</i>	<u>\$ 1,400,000</u>	<i>Secured Funding Total</i>	\$18,566,898
<i>Secured funding, TOTAL</i>	\$18,566,898	<i>Not Defined, FAA Eligible Funding</i>	\$ 5,510
		<i>Balance Remaining, FAA Ineligible Funding</i>	\$ 1,853,428



Del Norte County Regional Airport Terminal Replacement Program



Financing

Funding during Construction

FULL USE OF FAA FUNDING

	ELIGIBLE	INELIGIBLE	TOTAL
BID AT FINANCED LEVEL	\$ 18,070,419	\$ 1,853,428	\$ 19,923,847
FAA FUNDING	\$ (17,166,898)	\$ -	\$ (17,166,898)
5% Match (DNC LOAN)	\$ (903,521)	\$ -	\$ (903,521)
FURTHER FUNDING (DNC LOAN)	\$ -	\$ (496,479)	\$ (496,479)
BCRAA RESERVES (PAYROLL CHARGED TO GRANTS)		\$ (122,000)	\$ (122,000)
FUNDING NEEDED	\$ -	\$ 1,234,949	\$ <u>1,234,949</u>

Potential Reduction

FUNDING NEEDED	\$ -	\$ 1, 234,949	\$ 1,234,949
ODOT COVI GRANT (August, 2016)	\$ (584,210)		\$ (584,210)
DNC LOAN FUNDS	\$ 584,210	\$ (584,210)	\$ -
BCRAA RESERVES (PAYROLL CHARGED TO GRANTS)			\$
<hr/>			
FUNDING NEEDED	\$ -	\$ 650,739	\$ <u>650,739</u>

NOTE: The only further reduction to this number would be if the final bid for the **terminal** came in at a lower amount than expected or if further grants were found to free up DNC loan funds.

Dates

The AIP grant application will be submitted after the terminal construction bid is complete. At that time we have to know where the funding for the ineligible portion will come from. The anticipated date is August, 2016.

The ODOT Connect Oregon VI grant award is anticipated In August, 2016.

Financing

Post Construction

USDA Loan

WITHOUT ODOT GRANT: $\$1,800,000 + \$1,234,949 = 3,034,949$

WITH ODOT GRANT: $\$1,800,000 + \$ 650,739 = \$2,450,739$

DNC LOAN WILL BE THE FULL $\$1,800,000$ in spite of prior payments
It is a drawdown note that will be used to the full amount for the terminal project.

We will need a co-applicant to apply for a USDA loan

LOAN REPAYMENT

LOAN AMOUNT	# YEARS	w/4% INTEREST ANNUAL PAYMENT
\$3,034,949	30	\$208,984
\$3,034,949	40	\$168,525
\$2,450,739	30	\$140,402
\$2,450,739	40	\$122,911

Dates

The pre-application for a USDA loan would need to begin right away. A co-applicant is needed before this process may begin.

The completion of the terminal is anticipated by Spring of 2018.

Summary

- Potential Gap Funding Needed \$650,739-\$1,234,949
- Co-Applicant for Long Term Funding
- Payments towards Long Term Funding

The Bottom Line

- Each agency needs to determine what they can and will do.
- Can you contribute over a period of years towards the long term debt? How much – how long?
- Can you assist in the gap funding through grants, gifts or low interest loans?
- Can you be the co-applicant for a USDA loan?
-



GARY MILLIMAN
City Manager

Credentialed City Manager
International City Management Association

MEMORANDUM

Office of the City Manager

TO: BCRAA Board
Cc: Mayor and City Council
Finance/Human Resources Director

DATE: November 22, 2013

SUBJECT: BCRAA Financing Resources

There are a number of firms that can provide public agency financial advisory services to BCRAA. After the discussion of public financing options at the December 3 meeting, I would recommend that BCRAA “shop” financial advisory, underwriting and bond counsel services.

Traditional sources of financing that involve borrowing require a mechanism for repayment. It is my understanding that a repayment mechanism has not been identified, but that BCRAA could experience additional revenues once the new terminal is operational. I have not seen any revenue projections.

BCRAA faces several hurdles in order to undertake a financing on its own. Member agencies are located in two states with somewhat different regulations on tax-exempt financings. Some member agencies are stronger financially than others, which could affect ratings, marketing and creditworthiness. If traditional public financing is used, Del Norte County as the owner of the airport may need to be the debt issuer and guarantor, with intergovernmental agreements with the other BCRAA members pledging revenue.

BCRAA should explore more than the fundamental types of public financing mechanisms and consider public/private partnerships. For example:

1. While I have not worked with an airport previously, I have worked with several railroads that encountered similar issues with capital financing. Fortunately, these railroads had substantial untapped real property assets and we were able to create additional revenue by leasing property for non-railroad purposes, issuing “licenses” for use of railroad property (i.e. road crossings, parking, storage, public parks). One of the railroads I was associated with sold the timber rights to Redwood trees along the right-of-way to the Save the Redwoods League for \$300,000.
2. We could also look within the membership to see if any of the member entities has long-term reserve or inactive funds available that could be “loaned” to BCRAA under favorable terms, such as deferring interest and principal payments for a period of years, and adding the deferred interest to the principal.
3. What is the status of existing leases on the airport property? Would the existing leaseholders be willing to extend their leases and advance-pay their rent for a discount?

4. Are there prospective new leases on the airport property? Additional hangars or other projects? Perhaps there are private companies that would be interested in building facilities on the property and would be interested in a discount for advance-pay of rent.
5. We have been narrowly-focused on airport facility development. Are uses on the airport property restricted to airport-dependent? If not, what other types of development or land use would be acceptable? Again, look at advance-pay leases. Or, consider offering to sell development rights.
6. Can we sell development rights or enter into a pre-lease for private activity that will be taking place within the terminal, such as food service, vending machines or car rental?
7. What are the restrictions on the use of the open space property? For example, Brookings is looking for a site to dispose of its Class B biosolids; we are looking at spreading the cake-like material on an agricultural site just south of town. We are currently paying about \$25,000 annually in disposal fees. Could this material be placed on any portion of the airport property?
8. What does BCRAA plan to do with the property it is acquiring for mitigation? Is BCRAA required to keep it or convey it to a conservancy without financial consideration? Is there a conservancy that would purchase the property? If it is required to be maintained by the BCRAA as permanent open space, can it be used for any passive or active recreation? If developed as a "park," sell the naming rights.
9. Can we sell the naming rights to the new terminal? To areas within the terminal (such as a meeting room)? The road coming into the airport?

Here are some folks with whom I have successfully worked in the past:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

James Hamill
2999 Oak Road, Suite 710
Walnut Creek, Ca 94597
(925) 933-9229
jhamill@cacommunities.org

CSCDA is a statewide joint powers authority formed in 1988 and offers a variety of public benefit financing products. Both Crescent City and Del Norte County are members of CSCDA. I have discussed the BCRAA RSA and terminal projects with CSCDA, and they are interested in assisting with packaging/marketing a financing.

KOSMONT COMPANIES/RENAISSANCE COMMUNITY FUND

Larry Kosmont
President
Kosmont Companies
865 S. Figueroa Street, 35th Floor
Los Angeles, CA 90017
(213) 417-3333
lkosmont@kosmont.com

Kosmont Companies provides an array of public financial services, including the development of public/private partnerships.

I recommend that BCRAA meet with Kosmont to explore both possible traditional public financing and non-traditional methods of securing funding through private markets, such as selling development rights on portions of the County-owned airport property, preleasing space in the terminal, advance payment of rent from current lessees at a discount, or other mechanisms to bring private capital into the deal.

JCA RESOURCES

Larry Uyeda
President
JCA Resources
400 Oceangate, Suite 510
Long Beach, CA 90802
(562) 901-3081
larryuyeda@jcaresources.com

Similar to Kosmont Companies, JCA Resources has extensive experience in real estate development and public/private partnerships. They have international resources.

I recommend that BCRAA meet with Uyeda to explore the same approaches as described above in the Kosmont discussion.

WEDBUSH SECURITIES

Katherine Schwab
Senior Vice President
Wedbush Securities Public Finance Group
(503) 471-6798
Katie.Schwab@Wedbush.com

Wedbush Securities offers an array of financing opportunities available for public projects, including traditional public financing and access to private investors in public/private partnerships.

I recommend that BCRAA meet with Schwab to explore financing opportunities that may be available through their collaborative partner organizations.

ROGUE FEDERAL CREDIT UNION – UMPQUA BANK – US BANK

Gene Pelham
Chief Executive Officer
Rogue Federal Credit Union
1370 Center Drive
Medford, OR 97501
(541) 858-7107
gpelham@roguefcu.org

Neal Brown
Senior Vice President
Umpqua Bank
445 SE Main Street
Roseburg, OR 97470
(541) 440-3959
nealbrown@umpquabank.com

There is an increasing amount of direct lending going on by banks for municipal projects. In 2008 the City of Brookings sold a \$3.4 million bond directly to U.S. Bank to finance a downtown street/water/sewer/storm improvement project.

Brookings has worked with both Rogue Federal Credit Union and Umpqua Bank in the financing of public facilities and equipment (an \$800,000 communications tower; \$500,000 fire truck, etc.). Rogue Federal has branches in Curry and Del Norte Counties; Umpqua Bank recently purchased the assets of Sterling Bank. Both are Oregon-based financial institutions and are vested in the region's economy.

I recommend that BCRAA arrange to meet with the leadership of Rogue and Umpqua to make a presentation on the overall plans for the airport and seek their participation in developing a financial plan.

RAUL SALINAS

Raul Salinas
Alvarado, Smith and Sanchez
633 W. fifth Street, Suite 1150
Los Angeles, CA 90071
(213) 229-2400
rsalinas@asands.com

Raul Salinas is a principal with the law firm of Alvarado, Smith and Sanchez. I worked with Raul and other members of the firm extensively in crafting some rather challenging and complex development agreements in South Gate. Very creative.

BONDUNDERWRITER.COM

Mary "Mimi" Henderson
mimi@bondunderwriter.com

If BCRAA or any of its member agencies issues a small municipal bond, I recommend that the offering be posted on the BondUnderwriter.com website. Mimi Henderson has developed a strong following of private investors during her 30 years in the public finance business and her site has an investor clientele that might not otherwise be accessed.

You don't necessarily need a financial advisor. You may be able to get what you need by just hiring bond counsel and doing a private placement through a bank or via Bondunderwriter.

OREGON INFRASTRUCTURE FINANCING AUTHORITY (IFA) OREGON DEPARTMENT OF TRANSPORTATION (ODOT) OREGON SOLUTIONS

The City of Brookings has applied for \$400,000 under the Connect Oregon V grant program for the RSA local match through the Oregon Department of Transportation. BCRAA is currently using about \$40,000 in Connect Oregon funding for RSA environmental/design work.

Funding available through the Oregon Infrastructure Financing can only be used for projects within Oregon.

There is within Oregon government a program known as "Oregon Solutions." This is a program affiliated with the Governor's office whereby representatives of various state agencies

function as a team to address financing and regulatory issues related to economic development. Commissioner Itzen sits on a regional advisory board for Oregon Solutions. Perhaps a meeting with the regional RS team could lead to the development of some additional resources.

CALIFORNIA STATE SOURCES

Have sources within California state government been explored? Has there been dialogue with State legislative representatives? With the leadership at the California Transportation Commission and the Business, Housing and Transportation Agency?

MEMBER PARTICIPATION

I am listing this last because it should be considered only after all other options have been fully explored. Local governments are already strapped for funds, and we are only mid-way through the current budget year.

In my view, any member participation should be short-term and reimbursable, until a longer term financing mechanism is secured.

If this mechanism is included in the financing plan, each member agency would need to identify a source of funding within their own organization and pledge that revenue source to the BCRAA debt service, or make a lump sum cash contribution. For Brookings, this would need to be discussed in the context of our next budget cycle.

I have thought about a member participation formula. Due to the mix of city, county and tribal governments, typical population or assessed-value based formulas do not seem appropriate. At this point I would suggest a formula whereby each member agency would pay an equal share.

Attached is some material I printed off the web concerning Kosmont, JCA, Wedbush and BondUnderwriter.

In summary, there are plenty of opportunities to explore. The biggest problem may be not having the resources to chase-down the opportunities and package a deal in a timely fashion.



Kosmont Companies, a certified Minority Business Enterprise (MBE), is a real estate, financial advisory and economic development services firm offering a full range of real estate and economic advisory, brokerage, project finance, investment, and planning services for both the public and private sectors.

Founded in 1986, Kosmont Companies has become a nationally recognized expert in economic development and real estate development projects involving government and private sector partnerships.

A development services firm offering real estate and economic advisory, brokerage, proje... Page 2 of 3

Unique Expertise

Whether the objective is getting a project entitled and approved, financed, developed, leased or sold, or if the goal is to generate new tax revenues, jobs or business opportunities, Kosmont Companies ensures success. Our diverse and uniquely qualified development services team provides the depth and expertise required to help clients conceptualize, structure and implement projects of all product types, sizes and complexities.

From the earliest planning and feasibility stages and throughout project development, Kosmont Companies effectively guides clients through intricate transaction and policy issues to create viable economic development strategies, achieve redevelopment/ revitalization goals, and produce real estate development projects and public asset management solutions.

Working Together

We recognize the powerful social and economic benefits of community development and redevelopment, and Kosmont is committed to bringing public, private, and non-profit organizations together in meaningful real estate transactions that help communities to flourish.

Project Experience

City of Redlands – Real Estate Advisory

Client: Redlands

Date: 2011 - Active

Services: [Economic Analyses](#), [Economic Incentives & Public-Private Negotiations](#), [Entitlements / Due Diligence / Land Use](#), [Fiscal Impact & Economic Benefit Study](#), [Kosmont Retail Now!®](#), [Market Analyses](#), [Project Feasibility Analyses](#), [Public-Private Financing Structures](#)

Kosmont was retained by the City of Redlands to provide various real estate advisory services in connection with multiple projects. Services include discussion and negotiations with property owners and retailers, project feasibility, due diligence and economic analysis, market analysis, proforma analysis, public/private transaction negotiations and structuring, fiscal impact studies and identification of viable financing and funding sources for projects.

Air Cargo Development and Commercial/Industrial Development

Client: LAWA (Palmdale Airport)

Date: 2001

Services: [Entitlements / Due Diligence / Land Use, Market Analyses](#)

Kosmont conducted market and development potentials analysis for the Palmdale airport. The assignment scope included market analysis, site plans, and development strategies. Additionally, Kosmont also conducted due diligence and evaluation of the existing regulatory, land use, and development conditions governing development at the Palmdale Airport.

Asset Management Strategy

Client: LAWA (Palmdale Airport)

Date: 1998

Services: [Asset Management Advisory](#)

Kosmont reviewed LAWA financial records to determine the actual net revenue benefit from the existing leases after deducting for water, maintenance and other LAWA obligations. The Los Angeles World Airports (LAWA) at the time of the assignment owned approximately 18,000 acres of land in an unincorporated area of Los Angeles County, near the City of Palmdale for a future international airport.

The properties were leased to several agricultural and ranching operators under short-term leases generally ranging from one year to five years. LAWA lacked information as to the market feasibility of these leases and retained Kosmont to prepare a strategic business plan to increase the overall return and consider alternative uses.

Entitlement Approvals – Burbank Airport Property

Client: Lockheed Corporation

Date: 1998

Kosmont & Associates, Inc. (Kosmont) assisted the Lockheed Corporation in obtaining vested entitlement approvals with the City of Burbank and the Burbank Redevelopment Agency at a level to provide the maximum asset value. The property involved is adjacent to the Burbank Airport; Kosmont was involved in strategizing the most beneficial reuse and public financing structure to benefit the property's close proximity to this major transportation center and provide the highest level of connection to future regional transportation improvements. Transportation linkages planned as part of the development include two commuter rail stations feeding into the proposed Moorpark and Santa Clarita Valley commuter lines, as well as optimization of connections between the development and the new Burbank Airport terminal currently in planning. Kosmont was also involved in assisting with the negotiation of property disposition agreements with joint venture or independent development entities.



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Pre-Offering Details

Letter from the CEO

WELCOME to BondUnderwriter.com!

Thank you for visiting our meeting place for fixed-income bond investors and municipal bond issuers.

Municipal Bonds are debt obligations issued by states, cities, counties and other public entities to finance public projects such as construction of our schools, infrastructure, hospitals, roads, housing, parks, universities, water and wastewater improvements and public facilities. These investments are critical to the financing of our local projects for states, cities, counties, schools, agencies and special districts.

Most municipal bond issues are tax-exempt (often on both your State and Federal tax returns). However, there are increasingly more taxable municipal bonds issued. You should consult your accountant for more specific information on your specific investment criteria preferences.

As Founder and CEO of BondUnderwriter, I would like to provide sophisticated fixed-income investors with the access to these Bonds to invest locally and to invest in our nation's infrastructure all while buying Bonds at the same low price as the largest institutional investors. This requires accessing upcoming bond sales well in advance of the pricing date so that research can be done and suitable investment decisions can be made.

For today's bona fide bond buyer, I hope to provide you with the tools and information you will need to access these proposed new issue municipal bond underwritings and to more effectively achieve your investment goals.

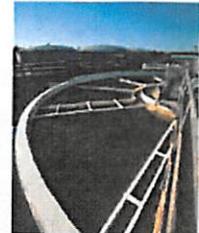
Please contact me direct if you have any questions or comments. Any and all feedback is appreciated. I would truly enjoy hearing from you. And thank you for your interest in our new Site.

Best Regards,

Mimi Henderson

Founder & CEO
BondUnderwriter, Inc.
mimi@bondunderwriter.com

Featured Municipal Issuers



\$1,850,000,000

State of California
Various Purpose General Obligation Bonds
(A2-A4)
Priority Rated for Bond Buyers
April 22nd and 23rd

SOLD!

Wentz Lynch & Co.
E.J. De La Rosa & Co. Inc.
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SFO Buy SFO Bonds

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Executive Management Team

Larry T. Uyeda – *President and Chief Executive Officer*

As CEO, Mr. Larry T. Uyeda directs a full scope of development, finance and acquisition services backed by more than 30 years of real estate development experience.

Beginning his career in the financial industry, working with financial institutions and investors, and expanding his opportunities to office and retail centers, high-rise office buildings, mixed-use developments and hotels, Uyeda gained a reputation for developing properties that worked within each of the communities they served.

Over the past three decades, Uyeda successfully completed more than 2 billion dollars in major developments, with his premiere property being, The Greater Los Angeles World Trade Center in downtown Long Beach, a public/private partnership. Completing a number of build-to-suit developments and specializing in assisting and establishing global business partnerships in the Pacific Rim, Uyeda works with federal, state, local and international governments on design development and construction projects, while also attracting and organizing trade, real estate, financing and development opportunities.

Mr. Uyeda expanded JCA's scope in the international trade arena with the formation of the JCA de Mexico offices in Mexico City and Guadalajara and creating a trade division for JCA which handles trade and product marketing between Japan, China and the Americas.

Mr. Uyeda serves on the board of the World Trade Center Association/Los Angeles Economic Development Corporation, organizations serving the southland's five county region and its business communities. Uyeda also serves on numerous community and non-profit boards throughout the Greater Long Beach and Los Angeles areas.

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WEDBUSH

Our Firm

Wedbush Securities is the largest holding of parent company WEDBUSH, Inc. The combined strength and resources of WEDBUSH, Inc.'s subsidiaries provides full line of banking and investment services for any individual, institution or issuing client.

Wedbush Securities

[About Wedbush Securities](#)

Founded in 1955, with financial roots dating back to 1925, Wedbush Securities is one of the largest securities firms and investment banks in the nation. We provide innovative financial solutions through our Private Client Services, Capital Markets, and Clearing & Execution divisions.

Headquartered in Los Angeles, California with over 100 offices and more than 125 correspondent offices, our commitment to providing relentless, customized service is the foundation of our consistent growth. We deliver superior investment ideas and products through exceptional customer care, financial security, continuity and advanced technology.

The colleagues of Wedbush are the resources through whom we provide the finest services available in the industry. Our formula for success continues to be our commitment to an entrepreneurial culture, core values, strong operational controls, disciplined financial management and consistent profitability to protect your long-term interests.

Wedbush Bank

[About Wedbush Bank](#)

Wedbush Bank prides itself on being a "high touch" and "high tech" community-focused bank offering customized financing and payment solutions with unmatched personalized service to businesses, entrepreneurs and professionals through its headquarters location and sophisticated technology; backed by the bank's strength and the WEDBUSH network of over 90 offices in 11 states.

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Wedbush Capital Partners

[About Wedbush Capital Partners](#)

Wedbush Capital Partners is a \$120 million private equity fund that focuses on recapitalizations, growth investments and management-led buyouts of lower middle-market companies. We acquire and build growing companies headquartered in the Western U.S. that have revenues ranging from \$10 to \$50 million and operating cash flow of \$1 to \$5 million at the time of the investment. Our preferred investment is \$2 to \$10 million of equity. Since 1980, we have invested in more than 75 companies in industries including consumer products and services, business and financial services and niche manufacturing.

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Wedbush Opportunity Partners

[About Wedbush Opportunity Partners](#)

Wedbush Opportunity Partners, an alternative investment fund, invests in publicly traded small and micro-capitalization companies through its unique affiliation with WEDBUSH.

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Lime Brokerage

[About Lime Brokerage](#)

Lime Brokerage is a wholly-owned subsidiary of WEDBUSH, Inc., that engineers the world's most advanced trading technologies to help professional traders and institutions discover and leverage superior liquidity, maximizing profits by trading significantly faster, with greater reliability and scalability, across the most automated and high-volume electronic trading environments. At Lime, we do more than just create or apply technology; we lead the industry by engineering smarter solutions to real performance challenges. We meld our technical acumen with trusted Wall Street trading experience.

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Public Finance Transactions

Sale Date	Deal Size (\$ mils)	Transaction	Description	Role
01/27/10	50.11	Santa Clara County	Refunding Lease Revenue Bonds, 2010 Series N	Senior Manager
02/11/10	26.90	Glendale Redevelopment Agency	Central Glendale Redevelopment Project, 2010 TABs	Sole Manager
02/26/10	6.88	Ocean View School District	2010 Refunding Certificates of Participation	Sole Manager
03/16/10	13.50	Special Districts Association of Oregon	FlexLease 2010A	Sole Manager
03/25/10	3400.00	State of California	Various Purpose General Obligation (Taxable)	Co-Manager
03/30/10	13.41	City of Independence	Full Faith & Credit Obligations	Sole Manager
03/30/10	269.95	State Public Works Board of the State of California	2010 Series A Various Capital Projs, Subseries A-1 & A-2	Co-Senior
03/31/10	85.50	The Regents of the University of California	General Revenue Bonds, 2010 Series S & T (Taxable)	Co-Manager
04/21/10	10.54	City of Folsom	Special Tax Refunding Bonds, Series 2010 CFD No. 2	Co-Manager
04/21/10	24.50	Norco Redevelopment Agency	2010 Refunding Tax Allocation Bonds	Sole Manager
04/22/10	5.56	Lancaster Redevelopment Agency	(Lancaster Public Capital Improvement Projects) Issue of 2010	Sole Manager
05/05/10	18.60	Idaho Bond Bank Authority	Twin Falls Water Project	Sole Manager
05/05/10	20.51	City of Pacifica	2010 Taxable Pension Obligation Bonds	Senior Manager
05/19/10	66.48	Riverside County RDA	2010 Tax Allocation Housing Bonds, Series A / A-T (Taxable)	Senior Manager
05/19/10	138.59	Walnut Energy Center Authority	Revenue Refunding Bonds, 2010 Series AB	Co-Manager
05/19/10	154.60	Turlock Irrigation District	Revenue Refunding Bonds, 2010 Series A	Co-Manager
05/26/10	37.03	South Coast Water District Financing Authority	Refunding Revenue Bonds, Series A and B	Senior Manager
06/09/10	343.00	County of Riverside	2010-11 TRANS	Co-Manager
06/17/10	127.63	Contra Costa Water District	Water Revenue Notes, Series A	Co-Manager
06/22/10	23.28	Folsom Public Financing Authority	Special Tax Revenue Bonds, Series 2010A & Series 2010B (Subordinated)	Co-Manager
06/29/10	32.42	Redevelopment Agency For the County of Riverside	2010 Tax Allocation Bonds, Series D	Co-Manager
06/29/10	56.30	City of Fresno	2010-11 TRANS	Senior Manager
06/30/10	24.30	Port of Newport	NOAA Project	Sole Manager
07/08/10	12.75	City of Monrovia	Taxable Pension Obligation Bonds, Series 2010	Sole Manager
07/13/10	7.69	City of Irwindale Community Facilities District No. 1	2010 Special Tax Refunding Bonds	Sole Manager
07/28/10	19.53	Encinitas Public Financing Authority	2010 Lease Revenue Refunding Bonds, Series A	Co-Manager
07/29/10	190.78	Turlock Irrigation District	First Priority Subordinated Revenue Notes, Series 2010	Co-Manager
08/04/10	8.99	Lynwood Public Financing Authority	Lease Revenue Bonds, 2010 Series A	Sole Manager

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BORDER COAST REGIONAL AIRPORT AUTHORITY



150 Dale Rupert Road
Crescent City, CA 95531

Telephone: (707) 464-7288
Fax: (707) 464-1023
www.flycrescentcity.com

March 22, 2016

Mr. Gary Milliman
City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Gary:

Thank you for your email dated March 16, 2016 and the affixed copy of the November 22, 2013 Funding Memo to the BCRAA Board authored by you which incorporates a comprehensive list of suggestions. I wish to respond specifically to those suggestions and explain the actions taken, or not taken. My response is a composite of what I understand to have occurred before my tenure as director synthesized with what has transpired subsequent to my arrival.

1. The land at the Del Norte County Airport is owned by the County of Del Norte, not BCRAA. This land is dedicated airport land and noted as such in the FAA-required Airport Layout Plan. Land dedicated as airport land is required to be utilized for aviation related purposes in a manner consistent with our FAA Airport Layout Plan and sponsor grant assurances. We're very constrained when it comes to land leases or mineral/timber extraction; additionally, anything of this nature would have to go through the California Coastal Commission.
2. We have and continue to query BCRAA membership to see if any of our member entities have long-term reserve or discretionary funds available that could be "loaned" to BCRAA under favorable terms. It is this action that resulted in the low-interest "draw-down" loan with the County of Del Norte for \$1.8 Million, the majority of which will be used for the terminal project.
3. The existing leaseholds are minor in nature, other than CEC's Fixed Base Operator, Cal-Ore. The revenues from the existing leaseholds, including Cal-Ore, provide revenue essential to the maintenance and management of the airport. To siphon from this funding would leave us with a deficit for recurring maintenance required at a commercial airport, none of which is considered eligible for FAA funding. We will secure future leases for space in the new terminal and have ascertained the increased lease revenues will be needed to cover the increase in expenses derived from operation of the new terminal facility.
4. Currently, there are no prospective new leases for hangars or other projects at the airport. Any new facilities would have to be airport related and would fall under the jurisdiction of the California Coastal Commission for permitting, which adds considerable expense and time to any form of construction. At any given time, we typically have one or two small hangars available for lease.

5. Airport property is required to be aviation-related. Sponsor assurances to this effect are required by the FAA regarding the use of airport property if CEC is to continue to be eligible for FAA Airport Improvement Program grants.
6. The existing terminal has space for a car rental agency and we anticipate our current car rental concessionaire will occupy space allocated in the new terminal. Our other car rental business is a Hertz franchise in our Fixed Base Operation (FBO) adjacent to the current terminal. It is our understanding they will remain in this location after the new terminal is constructed.

CEC's new terminal will have a location for vending machines and perhaps a food service cart; however, with the opening of the new terminal at least 2 years away, we haven't formally established specific arrangements. Regulations for such vendors fall under the Federal Airport Concessionaires DBE program which has very strict guidelines. We have recently submitted the required filing for the ACDBE program and will be further educating ourselves on leasing requirements in the coming year.

7. As mentioned above, all airport property is under the jurisdiction of the California Coastal Commission and subject to the requisite permitting conditions. To illustrate further, it takes years of environmental study to even address obstructions that are noncompliant with FAR Part 77 protected airspace both on airport property and peripheral to it. The airport has numerous wetland and Environmentally Sensitive Habitat Areas (ESHAs) which preclude material disposal.
8. Property acquired by BCRAA for mitigation use is required, under our Coastal Commission Permit Special Conditions, to be transferred to a reliable government agency which must maintain the property in perpetuity. The Pacific Shores properties will be transferred to a state agency. The Bay Meadows property will be transferred to Del Norte County and BCRAA has pledged up to \$15,000 annually to assist the county toward maintenance of said property.
9. Any naming rights for the new terminal would have to be consistent with the consensus of the County of Del Norte, which owns the land the terminal will occupy. The primary access road (Dale Rupert) is also county-owned; additionally, this road is listed under the Elk Valley Rancheria listing of roads.

With regard to the services provided by Vanir, Inc. aimed at providing alternative sources of funding: The BCRAA board entered into a contract with the financial consultant proffered by Vanir when additional funding for both the Runway Safety Area and Terminal Projects was needed. After meeting with all member agencies and their staff, the consultant concluded that our best options were a low-interest loan with a member agency to be converted to a long-term loan upon the completion of both projects. This led to the loan with the County of Del Norte and precipitated our intention to enter into a long-term loan through the USDA or I-Bank.

Vanir has also provided assistance with value engineering to reduce project costs, provided detailed cost estimates and ancillary information used in grant applications, and supplied copies of successful USDA loan packages for our use. Vanir is committed to prepare or review the submittal of a loan package to the USDA for this project. Additionally, we are and have been researching other governmental financing options.

Staff has done their utmost to ensure the BCRAA is informed with respect to long-term financing requirements and options thereof. The board reviews the BCRAA budget bi-annually and is fully aware that BCRAA resources are very limited. Any resources that BCRAA could contribute toward loan repayment in future years would be the result of staff reductions and/or deferred maintenance. As we move forward, we will continue to evaluate the feasibility of this option. However, we have a very limited staff and reductions would drastically reduce our operational capabilities.

BCRAA staff is appreciative of any suggestions which would assist in locating and securing further funding. What does seem to be clear at this point is that, whatever the interim funding source may be, a long-term repayment plan will require member assistance.

Please let me know if you should like further information.

Warm Regards,



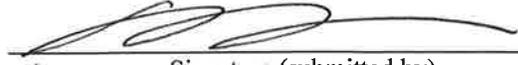
Matthew Leitner
Airports Director

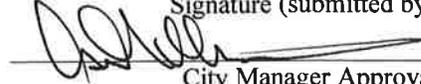
cc: BCRAA Board
Jeannine Galatioto
Susan Daugherty

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: June 27, 2016

Originating Dept: Parks



Signature (submitted by)


City Manager Approval

Subject: Parks Restroom Cleaning

Recommended Motion:
Information Only

Financial Impact: The \$8,080 contract amount is budgeted in Parks Contract Services for fiscal year 2016-17.

Background/Discussion: Bids were solicited and received for cleaning of all restroom facilities in parks. Clean Sweep Janitorial Service was the lowest bidder at \$8,080. The contract includes regular weekly cleaning of all park restrooms as well as provisions for on call as needed cleaning before or after large events or incidents. Restrooms to be cleaned under this contract include:

Existing Restrooms:

Azalea Park Kidtown - 3 times per week
Azalea Park Band Shell Restroom - as needed/used
Bud Cross Park - 2 times per week
Easy Manor Park - 2 times per week
Mill Beach Access - 2 times per week

Future Restrooms (in service FY 2016-17):

Azalea Park Ball Field Restrooms - 2 times per week (seasonal)
Chetco Point Restroom - 2 times per week

A shortage of staff in parks prompted an evaluation of time spent away from essential park duties i.e. mowing, weed eating, spraying, pruning etc. Staff spends between 7 and 9 hours a week cleaning restrooms which takes up nearly 20 percent of a typical work week.

Attachments:

a. Clean Sweep Janitorial Service Contract

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 16-017

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Clean Sweep Janitorial Services (Contractor). The City's Project Manager for this Contract is Tony Baron, Parks Supervisor.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on July 1, 2016 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before June 30, 2016.

2. Statement of Work.

The work under this contract is for City Parks - Restroom Cleaning. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses (*check and complete as applicable*):

_____ a lump sum not to exceed \$ _____

 X time and materials - an estimated yearly sum of \$ 8,080.00

_____ time and materials with a maximum sum not to exceed \$ _____.

Time and material payments shall be made in accordance with the requirements of Exhibit A.

- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contact by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Clean Sweep Janitorial Service
Contact Name/Title: Frank Hernandez Phone: 541-661-1056/541-412-9046
Fax: _____ E-Mail: cleansweepjanitorialservice@charter.net
Address: PO Box 1627, Crescent City, CA 95531
Federal Tax ID #: _____ -or- W-9 (attach) -or- SSN #: _____
State Tax ID #: _____ Brookings Bus Lic.# 2285 CCB#: _____
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Standard Public Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: Frank Hernandez 6-17-16
Signature Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

CITY OF BROOKINGS SIGNATURE

Approved: [Signature] 06/20/16
City Manager or Designee Date
Approved: [Signature] 6-20-16
Project Manager Date
Reviewed: _____
City Attorney or Designee Date

**CITY OF BROOKINGS
STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACTS**

1. Contractor is Independent Contractor

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate this Contract for any reason deemed appropriate in its sole discretion by giving Contractor at least 7 calendar days' advanced written notice of termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 calendar days

of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Notices

Any notice or communication under this Agreement sent by either Party to the other will be deemed given and delivered (a) seventy-two (72) hours after being deposited with the U.S. Postal Service, sent registered or certified, postage prepaid, or (b) when received if personally delivered, and if the notice is to Contractor it will be sent to the address listed on page 2 of this contract. If this notice is sent to the City, it will be addressed to the Project Manager, City of Brookings, 898 Elk Drive, Brookings, OR 97415. Either Contractor or City may, from time to time, designate in writing another address or manner in which it may be served.

9. Access to Records

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

10. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as "confidential" that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

11. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

12. Indemnity and Hold Harmless

- a. Except for the professional negligent acts covered by paragraph 12.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. The City shall defend, save, hold harmless, and indemnify Contractor, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the willful or negligent acts or omissions of the City or its officers, employees, subcontractors, or agents that is related to the services provided under this Contract .

13. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

14. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

15. Liquidated Damages

Recognizing that time is of the essence, and the expenses, delays and difficulties involved in proving in a legal or arbitration proceeding that actual loss has been suffered by the City, Contractor hereby agrees to pay City liquidated damages in the amount of 10 percent (10%) of the contract price, or \$500, whichever is greater, for each day work is not completed following the scheduled completion date.

16. Professional Standards; Errors

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

This contract shall be construed and interpreted in accordance with the laws of the State of Oregon. Any action or suits arising under this contract must be brought in the Circuit Court for the State of Oregon in Curry County, Oregon. If the claim must be brought in a federal forum, then it must be brought and conducted in the United States District Court for the District of Oregon in Medford, Oregon.

18. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

19. Business License

The Contractor shall obtain a City of Brookings business license as required by BMC 5.05.060 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

20. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A
STATEMENT OF WORK, COMPENSATION
and
PAYMENT SCHEDULE

Provide material and labor for cleaning of City Park Restrooms as per attached proposal dated February 26, 2016.

Total estimated yearly sum to be \$8,080.00, with consideration for additional as needed services to be billed. Payment shall be in the amount invoiced monthly, to be paid upon certification by Project Manager and within 14 business days of receipt of invoice.

EXHIBIT B

OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

REQUIRED STATUTORY PROVISIONS

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention,

incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235 Condition concerning hours of labor.

(1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- (2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or

by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5) (a) ***** [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

STATUTORY REFERENCES OF INTEREST

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.

EXHIBIT C
PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

Professional Liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

Notice of Cancellation or Change -There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to the City.

Additional Insured - For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance - Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

As used in ORS chapters 316, 656, 657, 671 and 701, “independent contractor” means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

II. BASIC REQUIREMENTS

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
2. The Contractor is customarily engaged in an independently established business;
3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.

III. ADDITIONAL REQUIREMENTS

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met. **Check three or more of the following:**

- _____ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
 - (b) That is in a portion of the person’s residence and that portion is used primarily for the business.

- _____ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
 - (b) The person is required to correct defective work;
 - (c) The person warrants the services provided; or
 - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

- _____ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

- _____ The Contractor makes a significant investment in the business, through means such as:
- (a) Purchasing tools or equipment necessary to provide the services;
 - (b) Paying for the premises or facilities where the services are provided; or
 - (c) Paying for licenses, certificates or specialized training required to provide the services.

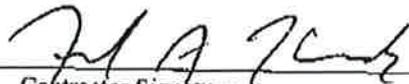
_____ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

IV. INDEMNIFICATION

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

V. CERTIFICATION

Contractor and Project Manager certify that the above statements are true and correct.



Contractor Signature

6-17-16

Date



Project Manager Signature

6-20-16

Date

EXHIBIT E

BONDS

(The Project Manager must answer and initial below).

Required by City Not required by City By: AB

At the time of execution of the Contract, the Contractor shall furnish the following bonds written by a corporate surety authorized to do business in the State of Oregon:

Performance Bond. Oregon law requires that contractors working on public improvements with a value of more than \$100,000 (or \$50,000 if transportation related) provide a performance bond equal to the full contract price. If contractor fails to complete the project, the City may use the bond to complete the project.

Payment Bond. Oregon law requires that contractors provide a payment bond equal to the contract price for public improvements with a value estimated at more than \$100,000 (or \$50,000 if transportation-related). The purpose of this bond is to ensure that subcontractors, material suppliers, and laborers are paid.

Maintenance (Warranty) Bond. This contract requires a one-year warranty bond to guaranty against defective materials and workmanship in an amount equal to 10% of the contract price. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

Public Works Bond. The Oregon Construction Contractors Board (CCB) requires that all independent contractors working on qualifying public works projects, with a total project costs that exceeds \$100,000 must obtain and file with the CCB a public works bond with a corporate surety authorized to do business in Oregon for the amount of \$30,000 before starting work on a contract or subcontract for a public works project. This bond will be used solely in the event of a prevailing wage claim filed with the Bureau of Labor and Industries (BOLI) and shall be delivered to the CCB.

Bond Terms: The bonds shall be in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the warranty obligation of Section 18, all applicable laws, and the prompt payment of all persons supplying labor and/or material for prosecution of the work.

EXHIBIT F

City of Brookings Harassment Policy for Contractors

The City of Brookings is committed to providing a work environment for our employees that is free from harassment. Harassment is behavior perceived by the receiver as unwelcome and includes the use of verbal or practical jokes, unwelcome touching, offensive remarks or put-downs, and displays of objects and materials that create an offensive environment or interferes with or adversely affects a person's work performance. Any actions such as those described are prohibited.

Sexual harassment is also prohibited. In addition to the above, this includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature particularly when the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Contractors doing business with the City and their employees and agents are prohibited from engaging in any conduct that violates this policy when on City premises or interacting with City employees. They are further prohibited from retaliating against a City employee for reporting such conduct.

The City reserves the right to investigate any allegations of harassment and will take appropriate action to stop or prevent behavior that violates this policy, including terminating a contractor's services for the City.

Acknowledgment

I agree to abide by the City of Brookings Harassment Policy for Contractors and acknowledge that my services may be terminated if I, or my employees or agents, engage in any conduct in violation of this policy.

Frank Hernandez
Print Name and Title

Clean Sweep Janitorial Service
Business Name


Signature

6-17-16
Date

City of Brookings

CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, June 13, 2016

Call to Order

Mayor Hedenskog called the meeting to order at 7:02 PM.

Roll Call

Council present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges, Jake Pieper and Dennis Triglia; a quorum present. Also present was Ex Officio Nastassia Carrasco.

Staff present: City Manager Gary Milliman, Public Works & Development Director LauraLee Snook, Planning Manager Donna Colby-Hanks, Parks/Technical Services Supervisor Tony Baron, City Attorney Martha Rice and City Recorder Teri Davis.

Others Present: Matt Lightner and David Finnigan from BCRAA, Luke Pike from Curry Transfer and approximately 19 other audience members.

Ceremonies/Appointments/Announcements

Re-appoint Candice Michel to TPAC.

Mayor Hedenskog moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to re-appoint Candice Michel to TPAC.

Supreme Americanism Week Proclamation

Mayor Hedenskog proclaimed the week of June 12, 2016 as Supreme Americanism Week.

Yard of the Month

Mayor Hedenskog announced that the June Yard of the Month award recipients were Best Residential – Dale and Jackie Rettke of 977 Helen Lane and Best Commercial – Pacific Sushi Lounge at 611 Chetco Avenue.

Councilor Hamilton commented that the residential winners had demonstrated amazing effort and that he wanted to commend Pacific Sushi for its efforts to provide exceptional ADA accessibility.

Public Hearings/Ordinances/Resolutions

Ordinance 16-O-759, amending Brookings Municipal Code Section 12.25.020 Public Parks and Recreational Areas, Exceptions, adding an exemption to park operating hours for the Mill Beach Access.

City Manager Milliman presented the staff report.

Mayor Hedenskog opened the public hearing. The following Mill Beach area residents spoke in opposition to the ordinance:

Vince Peltzer
Joseph L. Vogl
June Podesta
Rich Ruppert
James Thompson

The public hearing was closed.

After Council deliberation, Council decided to authorize a compromise.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to authorize the City Manager to prepare legislation to provide an exemption for Mill Beach Access to be open from one half-hour before dawn until midnight.

Ordinance 16-O-760 to implement revisions to the City of Brookings Comprehensive Plan Goal 11, Public Facilities and Services and adopting a new Public Facilities Plan.

Public Works & Development Director Snook presented the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to do a first reading of Ordinance 16-O-760.

Mayor Hedenskog read the title.

Councilor Hamilton moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to do a second reading of Ordinance 16-O-760.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to adopt Ordinance 16-O-760 [implementing revisions to the City of Brookings Comprehensive Plan Goal 11, Public Facilities and Services and adopting a new Public Facilities Plan].

Staff Reports

Order of Business

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to move agenda item G6 up to G1.

Authorization for financial support for Del Norte County Regional Airport Terminal Project

City Manager Milliman presented the staff report. Mr. Milliman explained the activities which have occurred since this item was continued at the May 9, 2016 City Council meeting.

Matt Lightner of BCRAA was invited to address Council. He advised that any support would be appreciated and reminded that the airport is an economic engine for the region.

After Council deliberation, Council elected to bring the item back to June 27 Council Meeting to await the results of the ConnectOregon grant application.

Councilor Pieper moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to table item G1 until the second June Council meeting of 2016.

Order of Business

Mayor Hedenskog moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to move agenda item G7 up to G2.

Approve Curry Transfer and Recycling Rate Increases

City Manager Milliman presented the staff report.

Luke Pike from Curry Transfer and Recycling was invited to address Council

Council commended CTR for its restraint when increasing rates.

Mayor Hedenskog moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to approve a new rate schedule to be effective July 1, 2016 for refuse collection and recycling services provided by Curry Transfer and Recycling, such schedule being as proposed in Exhibit A attached to the CTR letter dated May 19, 2016.

Authorization of Coos Curry Easement documents

Director Snook presented the staff report.

Councilor Triglia moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to authorize the City Manager to execute easement documents to allow relocation of CCEC infrastructure within Bud Cross Park.

Authorization to execute Change Order to Salmon Run clubhouse repairs contract

Director Snook presented the staff report. Due to previously unseen dry rot, an additional \$25,751 is needed to complete the project.

Council deliberated about the rising costs of the project.

Parks Supervisor Tony Barons was asked to provide further insight in the necessity of the change orders.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to authorize the City Manager to execute change orders to Contract 16-013 for repair of the clubhouse at Salmon Run Golf Course.

Authorization of proposed revisions to BMC Chapter 8, Health and Safety

Planning Manager Colby-Hanks presented the staff report. City Manager Milliman added that this change will streamline the process.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory "yes" from Ex Officio Carrasco, to direct staff to draft an ordinance revising Chapter 8 of the Brookings Municipal Code to streamline the process for abatement of nuisances.

Authorization of the dedication of Dawson Road Right-of-Way

Planning Manager Colby-Hanks presented the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to authorize the City Manager to accept and sign the dedication of right of way deed from Donald and Hedy Pimentel.

Authorization of fee waiver and sponsorship funding for Wild Rogue Relay

Parks/Technical Services Supervisor Baron presented the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to authorize the City Manager to waive fees associated with services provided in support of the Wild Rogue Relay and approve a \$2,000 sponsorship for the Rogue Relay 2016 event that will conclude at Azalea Park.

Authorization to enter into Dining Video agreement

City Manager Milliman presented the staff report.

Council discussed the long-term value of the dining video considering the fluxes in restaurant establishments.

Council Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to authorize the City Manager to enter into an agreement with XPlore Films, LLC, for the production of a video promoting dining in Brookings and allocating \$2,500 for this project from Transient Occupancy Tax funds.

Authorization of agreement with and use of \$2,500 in Transient Occupancy Tax funds for American Music Festival

City Manager Milliman presented the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to authorize the Transient Occupancy Tax funding for American Music Festival.

Oral Requests and Communications from the audience

No one requested communications with the Council

Consent Calendar

1. Approve Council minutes for May 23, 2016. [Pg. 97]
2. Approve Special Council minutes for May 19, 2016 [Pg. 102]
3. Accept TPAC minutes for April 21, 2016. [Pg. 105]
4. Accept P&R minutes for March 24, 2016. [Pg. 106]
5. Accept May, 2016 Vouchers in the amount of \$252,980.36 [Pg. 107]

Mayor Hedenskog moved, a second followed and Council voted unanimously, with an advisory “yes” from Ex Officio Carrasco, to approve the Consent Calendar as written.

Remarks from Mayor and Councilors

Councilor Hamilton reminded parents to talk to their children about safe bicycle riding and the wearing of protective equipment.

Councilor Triglia expressed sympathy for the victims and families of the senseless violence that occurred in Orlando, Florida on Sunday. Measures should be taken at all levels of government to defeat groups that promote hate.

Councilor Hodges wished out-going Ex Officio Nastassia Carrasco good luck and thanked her for participating.

Ex Officio Carrasco thanked the Council for the opportunity.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 9:37 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2016:

Ron Hedenskog, Mayor

Teri Davis, City Recorder

MINUTES
BROOKINGS PLANNING COMMISSION
May 3, 2016

The regular meeting of the Brookings Planning Commission was called to order by Chair Bryan Tillung at 7:00pm in the Council Chambers at the Brookings City Hall on the above date. The following Commission members and staff were in attendance:

Commissioners Present: Loren Rings, Ray Hunter, Gerry Wulkowicz, Timothy Hartzell, Cheryl McMahan, Bryan Tillung, Joseph Vogl
Staff Present: Planning Manager - Donna Colby-Hanks; Administrator - Lauri Ziemer
Others Present: 7 audience members

PUBLIC HEARINGS

Public hearing procedures were addressed by Chair Tillung

- Chair Tillung opened the quasi-judicial hearing regarding File No. MC-1-16/MC-1-12/CUP-2-98.

File Description: In the matter of the continuation of File No. **MC-1-16/MC-1-12/CUP-2-98**, a request for approval of a minor change to an approved Conditional Use Permit authorizing the expansion of a pre-school program, Headstart, with the remodel of the existing facility to accommodate approximately 60 students. The subject property is located adjacent to the eastern boundary of Redwood Spur; Assessor's map 41-13-05CB, tax lots 9700 & 9901. Owner is SWOCC, Applicant is Curry County, Representative is Lon Samuels. Criteria used to decide this case can be found in Section 17.124.010 Day Care or Nursery School, Section 17.20.040(E) Single Family Residential and Chapter 17.136 Conditional Use Permits of the BMC. This is a quasi-judicial hearing and the Planning Commission will make a decision on this matter.

There was no ex parte contact, bias or personal interest, or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:04pm. Planning Manager Colby-Hanks reviewed the staff report and entered Exhibit E, an email from L. Samuels, requesting a continuance due to issues in obtaining the required shared parking. The applicant was not present and no members of the audience spoke.

The Commission discussed the matter. By a 7-0 vote (motion: Wulkowicz, 2nd MaMahan) the Planning Commission voted to continue the matter to the July 5, 2016 meeting at 7:00 pm to allow the applicant additional time to resolve the issues. The hearing for the matter was closed at 7:10pm.

- Chair Tillung opened the legislative hearing regarding File No. CP-2-14.

File Description: In the matter of File No. **CP-2-14**, approval of the Storm Water Master Plan Update and revisions to the Public Facilities Plan (PFP) and the Goal 11 Public Facilities and Services to reflect the Storm Water Master Plan Update as supporting documents of the Brookings Comprehensive Plan. City initiated. The criteria used to decide this matter is found in Chapter 17.140 Amendments, of the Brookings Municipal Code (BMC). This is a legislative hearing and the Planning Commission will make a recommendation to City Council on this matter.

There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:10pm. Public Works Development Services Director, LauraLee Snook reviewed the staff report and addressed many questions posed by Commissioners.

There was no testimony from any participants regarding the application. No one requested additional time to present evidence and the public hearing portion of the meeting was closed at 7:26pm.

The Commission deliberated on the matter. Commissioner Vogel made a motion, which was seconded by Commissioner Rings to continue the matter to the June 7, 2016 meeting. After further discussion, the motion and second were rescinded. Commissioner Tillung made a motion, which was seconded by Commissioner Rings to make a positive recommendation to City Council to include all revisions as discussed. The motion was unanimously approved.

- Chair Tillung opened the quasi-judicial hearing regarding File No. CUP-2-16.

File Description: In the matter of File No. **CUP-2-16**, a request for approval of a conditional use permit to operate a short term vacation rental at 18 Otter Terrace, a 0.17 acre parcel located on Assessor's Map No. 41-13-008BB; tax lot 2002. Applicant/Owner, Gyurko. The criteria used to decide this matter are found in Section 17.124.170 - Short Term Rentals, Chapter 17.136 - Conditional Uses, and Section 17.20.040(Q) Single-Family Residential (R-1-6) Conditional Uses, of the BMC. This is a quasi-judicial hearing and the Planning Commission will make a decision on this matter.

There was no ex parte contact, bias or personal interest (Commissioner Vogel declared that seeing the audience, he may know friends of the applicant), or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:30pm. Planning Manager Colby-Hanks reviewed the staff report and entered Exhibits B-1, B-2 and B-3 into the record. Exhibit B-1 being a memo from Jim Watson, Operations Fire Chief revising his recommendation that smoke detectors be in accordance with Oregon Revised Statutes. Exhibit B-2 being comments and a photo from Michael and Nancy Dessauer expressing concerns with an additional short term rental in the neighborhood. Exhibit B-3 being comments and photos from John and Barbara Gauger expressing concerns with safety on a narrow street. Staff recommended that condition #10 regarding smoke alarms be revised as well as the addition of a condition to not allow guests to tow trailers or bring recreational vehicles and requiring the address be posted on the dwelling clearly visible from the street.

Ilona Gyurko (representing the applicant), 19 Otter Terrace, Brookings, stated there were three smoke detectors in the home.

Neil Frank, 3 Otter Terrace, Brookings, stated Otter Terrace is a private street serving five homes. He stated most of the comments were from folks not affected by the project.

Mary Geyer, 3 Otter Terrace, Brookings, had no comments. John Adam, 18 Seascape Court, Brookings, left the meeting before speaking.

In rebuttal, Gyurko explained the street was privately owned and maintained by the applicant.

No participants requested additional time to present evidence and the public hearing portion of the meeting was closed at 7:58pm.

The Commission deliberated on the matter. By a 7-0 vote (motion: Tillung, 2nd Wulkowicz) the Planning Commission approved File No. CUP-2-16 requesting authorization to operate a short term rental to include the additional conditions as recommended. Wulkowicz made a motion to approve the final order with the additional conditions, which was seconded by Tillung. The final order was approved by unanimous vote.

- Chair Tillung opened the quasi-judicial hearing regarding File No. CUP-3-16.

File Description: In the matter of File No. **CUP-3-16**, a request for approval of a conditional use permit to operate a short term vacation rental at 1266 Rowland Lane, a 20,000 square foot parcel located on Assessor's Map No. 41-13-06CB; tax lot 4901. Applicant/Owner, Lyons. The criteria used to decide this matter are found in Section 17.124.170 - Short Term Rentals, Chapter 17.136 - Conditional Uses, and Section 17.20.040(Q) Single-Family Residential (R-1-6) Conditional Uses, of the BMC. This is a quasi-judicial hearing and the Planning Commission will make a decision on this matter.

There was no ex parte contact, bias or personal interest, or conflict of interest declared although Commissioner Tillung declared that he had listed this property in the past; he was not the agent for the seller. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 8:02pm. Planning Manager Colby-Hanks reviewed the staff report and entered Exhibit B into the record. Exhibit B-1 being a memo from Jim Watson, Operations Fire Chief revising his recommendation that smoke detectors be in accordance with Oregon Revised Statutes. Exhibit B-2 being comments from Stacy Williams, owner of property to the north, expressing concerns about the lack of delineation of the property boundary.

Matt Lyons, 1266 Rowland Lane, Brookings advised that they were considering putting up a fence and would be coordinating with their neighbor. Lyons stated they would be limiting the number of guests to 12.

Marty Grodin, 1245 Iris Street, Brookings expressed concerns regarding the method of resolution of problems, the appropriateness of the use, and the affect on a quiet neighborhood.

In rebuttal, Lyons states they also want a quiet neighborhood and felt that long term renters can be more difficult. Short term renters typically stay only a couple of days where a difficult long term renter could affect the neighborhood for a extended period of time.

No participants requested additional time to present evidence and the public hearing portion of the meeting was closed at 8:39pm.

The Commission deliberated on the matter. By a 7-0 vote (motion: McMahan, 2nd Tillung) the Planning Commission approved File No. CUP-3-16 requesting authorization to operate a short term rental to include the additional conditions as recommended. Wulkowicz made a motion to approve the final order with the additional conditions, which was seconded by McMahan. The final order was approved by unanimous vote.

APPROVAL of MINUTES

By a 7-0 vote (motion: McMahan, 2nd Hartzell) the Planning Commission approved the minutes of the April 5, 2016 Planning Commission meeting as presented.

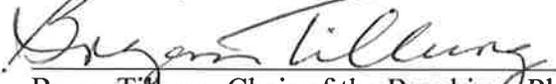
STAFF REPORT

Staff reviewed a county referral for a home occupation on West Benham Lane, inside the Urban Growth Boundary. The only recommendation was compliance with the parking requirements. The Planning Commission will be considering a minor change to a conditional use permit for a property on Fifth Street at their June 7, 2016 meeting. The meeting will be followed by a workshop to consider revisions to the criteria for short term rentals.

ADJOURNMENT

Meeting adjourned at 8:48 pm.

Respectfully submitted,



Bryan Tiflung, Chair of the Brookings Planning Commission
(Approved at the 6/7/16 meeting)

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – May 19, 2016

CALL TO ORDER

Meeting called to order at 4:05 PM

1. ROLL CALL

Present: Committee members Candice Michel, Skip Watwood and Chair Tim Patterson

Absent: Committee members Chuck Costello, Mary Geyer, Bob Pieper

Also present: Lauri Ziemer, City Administrative Assistant

2. APPROVAL OF MINUTES – Motion made Candice Michel to approve the minutes of April 21, 2016, motion seconded by Skip Watwood and Committee voted; the motion carried unanimously.

3. PUBLIC COMMENT

Chrissy Perry, Port Event Coordinator advised the Azalea Festival "Party at the Port" is progressing well with more vendors/events planned for this year including a film festival screening at the Kite Field on Saturday night. Port parking likely to be an issue with so many people in the area. She also advised that all motels and campgrounds are full for that weekend.

Connie & Skip Hunter, planning a Vet Fest/Concert in Azalea Park for August 27, 2016. Targeting an outside the area audience and plan to submit a TPAC Event Proposal request.

Lauri Ziemer advised that in order for discussion items/event proposals to be placed on TPAC agenda for committee to discuss and vote on that she be provided informational material week before the meeting so the information can be included in the agenda packet for committee members to review.

Mike Frederick advised that his Beat the Brewers Relay Run & Fair on April 9, 2016 went well with a good run, good vendors, good music and a good turnout for a successful event. Expects momentum to carry event again next year. Will submit an Event Eval form.

4. ACTION ITEMS

- a. **Election of Chair & Vice Chair - Motion made by Candice Michel to elect Tim Patterson as chair until January, 2017 meeting, motion seconded by Skip Watwood and Committee voted; the motion carried unanimously. Motion made by Candice Michel to elect Skip Watwood as vice chair until January, 2017 meeting, motion seconded by Tim Patterson and Committee voted; the motion carried unanimously.**

- b. **AMF September Concerts Event Proposal** – Committee continued tabled discussion of funding AMF. All agreed it was a worthwhile event that attracts visitors to the area and could increase tourism in September. Wondered if AMF were to allow alcohol if sponsorship monies and donations would increase and for AMF to consider that option. **Motion made by Candice Michel to fund AMF on a one time basis \$2500 for their September 2017 concerts, motion seconded by Skip Watwood and Committee voted; the motion carried unanimously.** Matter forwarded to City Council.

- c. **American Road Magazine** – Committee reviewed online stats provided and wondered if the number of electronic clicks were worth the advertising print fees and how to determine if any of those clicks resulted in someone coming to Brookings to spend money. Suggested having campgrounds ask RV'ers how they discovered Brookings and if it was through print advertising.

No system in place to collect and evaluate such data. Chrissy Perry advised she could have that question added to the Sporthaven Beach RV Park registration form.

- d. **Mile x Mile Advertising** – Considered while discussing American Road Magazine stats. Committee decided not to take any action on print advertising at this time.
- e. **Dining Video RFP** – Committee reviewed the two RFP’s and their qualifications. All thought the resumes of both were impressive. Candice thought XPlore Film being somewhat local, and having produced previous videos that were nicely done was a benefit, also that they had additional distribution areas available to broadcast the video. Could not review any film work by Eunice Goldstein. **Motion made by Candice Michel to recommend contracting with XPlore Film LLC for the dining video, motion seconded by Skip Watwood and Committee voted; the motion carried unanimously.** Committee decided to have Skip Watwood be the liaison with XPlore Film for video substance, goals and questions. Matter forwarded to City Council.

5. INFORMATIONAL ITEMS

- a. **Budget and Internet Hit Info** – reviewed expenses and internet hit info.

6. SCHEDULE NEXT MEETING - Next meeting scheduled for June 16th at 4:00 pm.

7. ADJOURNMENT - no further business before the Committee, the meeting adjourned at 5:32 pm.

Respectfully submitted,



Tim Patterson, Chair

(approved at June 16, 2016, meeting)



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

CITY AND COUNTY USE ONLY

Date application received: 6/17/16

The City Council or County Commission:

Brookings City Council
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 6/15/16

90-day authority: Yes No

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Forecastle Books LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Forecastle Books

3. Business Location: 547 Chetco Ave Brookings Curry OR 97415
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO box 1483 Brookings OR 97415
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 502 905-7745
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? Yes No Name: Cody Alvey
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Brookings - Curry
(name of city or county)

11. Contact person for this application: Cody Alvey 502 905 7745
(name) (phone number(s))
PO box 1483, Brookings OR 97415 codytrue22@gmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Cody Alvey Date 6/15/16 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant Donny Dotson 34631/202
Date: 06/20/2016
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Cody Alvey, Joshua Alvey** or **Mark Gautreaux** with their attached **New Outlet** liquor license application. The business "**Forecastle Books**" is located at 547 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson
Brookings Police Department



CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2016

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,684,567.00	50,426.03	2,602,416.08	82,150.92	96.9
LICENSES AND PERMITS	97,000.00	11,465.54	103,078.63	(6,078.63)	106.3
INTERGOVERNMENTAL	278,700.00	6,957.76	118,020.46	160,679.54	42.4
CHARGES FOR SERVICES	150,500.00	6,901.33	136,551.33	13,948.67	90.7
OTHER REVENUE	141,100.00	3,515.64	83,153.65	57,946.35	58.9
TRANSFERS IN	362,986.00	.00	.00	362,986.00	.0
	<u>3,714,853.00</u>	<u>79,266.30</u>	<u>3,043,220.15</u>	<u>671,632.85</u>	<u>81.9</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	20,918.00	1,626.58	17,841.03	3,076.97	85.3
MATERIAL AND SERVICES	11,700.00	35.00	5,861.36	5,838.64	50.1
CAPITAL OUTLAY	500.00	.00	.00	500.00	.0
	<u>33,118.00</u>	<u>1,661.58</u>	<u>23,702.39</u>	<u>9,415.61</u>	<u>71.6</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	172,607.00	13,169.55	160,386.80	12,220.20	92.9
MATERIAL AND SERVICES	140,000.00	9,137.05	117,697.16	22,302.84	84.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>312,607.00</u>	<u>22,306.60</u>	<u>278,083.96</u>	<u>34,523.04</u>	<u>89.0</u>
POLICE:					
PERSONAL SERVICES	1,976,334.00	164,180.49	1,792,418.57	183,915.43	90.7
MATERIAL AND SERVICES	161,200.00	11,564.12	129,260.88	31,939.12	80.2
CAPITAL OUTLAY	55,150.00	.00	34,681.39	20,468.61	62.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,192,684.00</u>	<u>175,744.61</u>	<u>1,956,360.84</u>	<u>236,323.16</u>	<u>89.2</u>
FIRE:					
PERSONAL SERVICES	163,906.00	13,781.99	150,992.14	12,913.86	92.1
MATERIAL AND SERVICES	103,000.00	4,431.50	66,270.90	36,729.10	64.3
CAPITAL OUTLAY	45,519.00	.00	38,047.96	7,471.04	83.6
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>312,425.00</u>	<u>18,213.49</u>	<u>255,311.00</u>	<u>57,114.00</u>	<u>81.7</u>
PLANNING AND BUILDING:					
PERSONAL SERVICES	190,597.00	14,441.53	152,494.31	38,102.69	80.0
MATERIAL AND SERVICES	70,400.00	1,046.73	15,250.07	55,149.93	21.7
CAPITAL OUTLAY	.00	.00	25.98	(25.98)	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>260,997.00</u>	<u>15,488.26</u>	<u>167,770.36</u>	<u>93,226.64</u>	<u>64.3</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 11 MONTHS ENDING MAY 31, 2016

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	160,011.00	12,473.17	150,487.30	9,523.70	94.1
MATERIAL AND SERVICES	65,400.00	34,637.94	120,356.70	(54,956.70)	184.0
CAPITAL OUTLAY	17,300.00	46,150.00	53,773.37	(36,473.37)	310.8
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>242,711.00</u>	<u>93,261.11</u>	<u>324,617.37</u>	<u>(81,906.37)</u>	<u>133.8</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	174,911.00	14,509.37	157,511.76	17,399.24	90.1
MATERIAL AND SERVICES	33,500.00	1,029.88	17,850.10	15,649.90	53.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>208,411.00</u>	<u>15,539.25</u>	<u>175,361.86</u>	<u>33,049.14</u>	<u>84.1</u>
SWIMMING POOL:					
PERSONAL SERVICES	52,760.00	1,298.50	39,526.38	13,233.62	74.9
MATERIAL AND SERVICES	46,800.00	287.50	16,299.84	30,500.16	34.8
CAPITAL OUTLAY	14,400.00	7,016.00	11,133.00	3,267.00	77.3
	<u>113,960.00</u>	<u>8,602.00</u>	<u>66,959.22</u>	<u>47,000.78</u>	<u>58.8</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	158,800.00	4,052.00	98,683.72	60,116.28	62.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	242,500.00	.00	.00	242,500.00	.0
CONTINGENCIES AND RESERVES	626,640.00	.00	.00	626,640.00	.0
	<u>1,027,940.00</u>	<u>4,052.00</u>	<u>98,683.72</u>	<u>929,256.28</u>	<u>9.6</u>
	<u>4,704,853.00</u>	<u>354,868.90</u>	<u>3,346,850.72</u>	<u>1,358,002.28</u>	<u>71.1</u>
	<u>(990,000.00)</u>	<u>(275,602.60)</u>	<u>(303,630.57)</u>	<u>(686,369.43)</u>	<u>(30.7)</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 11 MONTHS ENDING MAY 31, 2016

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	926,000.00	34,631.03	625,571.17	300,428.83	67.6
OTHER REVENUE	12,450.00	82.00	13,668.82	(1,218.82)	109.8
TRANSFER IN	.00	.00	.00	.00	.0
	<u>938,450.00</u>	<u>34,713.03</u>	<u>639,239.99</u>	<u>299,210.01</u>	<u>68.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	182,974.00	15,404.81	170,296.83	12,677.17	93.1
MATERIAL AND SERVICES	186,700.00	14,686.59	168,557.12	18,142.88	90.3
CAPITAL OUTLAY	588,025.00	37,935.76	318,418.12	269,606.88	54.2
TRANSFERS OUT	113,640.00	.00	.00	113,640.00	.0
CONTINGENCIES AND RESERVES	101,111.00	.00	.00	101,111.00	.0
	<u>1,172,450.00</u>	<u>68,027.16</u>	<u>657,272.07</u>	<u>515,177.93</u>	<u>56.1</u>
	<u>1,172,450.00</u>	<u>68,027.16</u>	<u>657,272.07</u>	<u>515,177.93</u>	<u>56.1</u>
	<u>(234,000.00)</u>	<u>(33,314.13)</u>	<u>(18,032.08)</u>	<u>(215,967.92)</u>	<u>(7.7)</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 11 MONTHS ENDING MAY 31, 2016

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,510,200.00	118,894.70	1,402,525.19	107,674.81	92.9
OTHER INCOME	10,000.00	2,980.00	42,421.31	(32,421.31)	424.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,520,200.00</u>	<u>121,874.70</u>	<u>1,444,946.50</u>	<u>75,253.50</u>	<u>95.1</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	375,694.00	31,275.76	335,747.93	39,946.07	89.4
MATERIAL AND SERVICES	192,400.00	7,777.20	144,431.77	47,968.23	75.1
CAPITAL OUTLAY	99,900.00	398.39	66,340.13	33,559.87	66.4
	<u>667,994.00</u>	<u>39,451.35</u>	<u>546,519.83</u>	<u>121,474.17</u>	<u>81.8</u>
WATER TREATMENT:					
PERSONAL SERVICES	288,072.00	21,748.03	245,564.10	42,507.90	85.2
MATERIAL AND SERVICES	187,800.00	9,776.55	204,316.91	(16,516.91)	108.8
CAPITAL OUTLAY	24,900.00	398.39	6,766.78	18,133.22	27.2
TRANSFERS OUT	765,395.00	.00	.00	765,395.00	.0
CONTINGENCIES AND RESERVES	186,039.00	.00	.00	186,039.00	.0
	<u>1,452,206.00</u>	<u>31,922.97</u>	<u>456,647.79</u>	<u>995,558.21</u>	<u>31.5</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,120,200.00</u>	<u>71,374.32</u>	<u>1,003,167.62</u>	<u>1,117,032.38</u>	<u>47.3</u>
	<u>(600,000.00)</u>	<u>50,500.38</u>	<u>441,778.88</u>	<u>(1,041,778.88)</u>	<u>73.6</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 11 MONTHS ENDING MAY 31, 2016

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,948,440.00	234,528.91	2,645,355.37	303,084.63	89.7
OTHER REVENUE	5,000.00	.00	5,624.68	(624.68)	112.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>2,953,440.00</u>	<u>234,528.91</u>	<u>2,650,980.05</u>	<u>302,459.95</u>	<u>89.8</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	535,440.00	43,225.10	459,591.46	75,848.54	85.8
MATERIAL AND SERVICES	225,900.00	4,024.72	191,551.29	34,348.71	84.8
CAPITAL OUTLAY	24,900.00	398.39	6,766.78	18,133.22	27.2
	<u>786,240.00</u>	<u>47,648.21</u>	<u>657,909.53</u>	<u>128,330.47</u>	<u>83.7</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	489,455.00	35,711.46	411,675.85	77,779.15	84.1
MATERIAL AND SERVICES	532,100.00	9,969.27	450,862.31	81,237.69	84.7
CAPITAL OUTLAY	24,900.00	398.39	6,766.78	18,133.22	27.2
TRANSFERS OUT	1,600,370.00	.00	.00	1,600,370.00	.0
CONTINGENCIES AND RESERVES	310,375.00	.00	.00	310,375.00	.0
	<u>2,957,200.00</u>	<u>46,079.12</u>	<u>869,304.94</u>	<u>2,087,895.06</u>	<u>29.4</u>
	<u>3,743,440.00</u>	<u>93,727.33</u>	<u>1,527,214.47</u>	<u>2,216,225.53</u>	<u>40.8</u>
	<u>(790,000.00)</u>	<u>140,801.58</u>	<u>1,123,765.58</u>	<u>(1,913,765.58)</u>	<u>142.3</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 11 MONTHS ENDING MAY 31, 2016

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	478,201.00	4,068.46	418,973.05	59,227.95	87.6
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	.15	160.83	339.17	32.2
	<u>478,701.00</u>	<u>4,068.61</u>	<u>419,133.88</u>	<u>59,567.12</u>	<u>87.6</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	7,657.66	62,342.34	10.9
CAPITAL OUTLAY	367,962.00	.00	.00	367,962.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	380,739.00	.00	.00	380,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>818,701.00</u>	<u>.00</u>	<u>7,657.66</u>	<u>811,043.34</u>	<u>.9</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>818,701.00</u>	<u>.00</u>	<u>7,657.66</u>	<u>811,043.34</u>	<u>.9</u>
	<u>(340,000.00)</u>	<u>4,068.61</u>	<u>411,476.22</u>	<u>(751,476.22)</u>	<u>121.0</u>